

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
NORTH BRANCH AREA EDUCATION CENTER, BOARD ROOM, ROOM C120  
38705 GRAND AVENUE  
NORTH BRANCH, MN 55056  
REGULAR SCHOOL BOARD MEETING  
MAY 9, 2024  
5:30 PM**

**AGENDA**

- I. Call to Order
- II. Roll Call

Board Member Naegele will be attending the meeting remotely at the following location: Best Western Plus Saint Peter, 1301 Old Minnesota Ave, Saint Peter, MN 56082

- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Superintendent's Report 5
- VI. Removal of Consent Items for Discussion
- VII. Approval of Consent Items
  - A. Minutes of April 11, 2024 Policy Committee Meeting 54
  - B. Minutes of April 11, 2024 Regular School Board Meeting 56
  - C. Minutes of April 25, 2024 Work Session 63
  - D. Authorization of Payments, Transfers, and Investment Activity 65
  - E. Personnel
    - 1. Arle Chambers, retirement effective July 5, 2024, as Administrative Assistant at North Branch Area Public Schools
    - 2. Amelia Fiedler, resignation effective at the end of the 2023-24 school year, as Speech Language Pathologist at Sunrise River Elementary School
    - 3. Chloe Moline, resignation effective June 6, 2024, as SPED Assistant at Sunrise River Elementary School
    - 4. Erin Theobald, resignation effective at the end of the 2023-24 school year, as Math Teacher at North Branch Area High School
    - 5. Jeanne Degerstrom, leave request effective May 6, 2024 through the remainder of the 2023-24 school year, as ADSIS Teacher at Sunrise River Elementary School
    - 6. Jessica Konrad, leave request from approximately September 9, 2024, through December 6, 2024, as Social Studies Teacher at North Branch Area High School
    - 7. Lisa Olivo, leave request effective approximately May 29, 2024, through the remainder of the 2023-24 school year, as SPED Assistant at Life Work Center
    - 8. Ramona Wideen, extension of leave request effective April 24, 2024, through June 9, 2024, as Lead Custodian at Sunrise River Elementary School

9. Megan Carlson, BS, Step 1, beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
  10. Samantha Hoffman, BS, Step 1, for the 2024-25 school year only, as SPED Teacher at Sunrise River Elementary School
  11. Jennifer Seekon, MS+45, Step 6, beginning with the 2024-25 school year, as SPED Teacher at Sunrise River Elementary School
  12. Emily Striefel, MA, Step 8, beginning with the 2024-25 school year, as Agriculture Teacher at North Branch Area Middle School and Norse Area Learning Center
  13. Jessica Waukazo, employment effective April 2, 2024, as SPED Assistant at North Branch Area Middle School
  14. Tabitha Prouty, position change effective April 29, 2024, from Lunchroom/Playground Assistant to SPED Assistant at North Branch Area Education Center
  15. Nicole Wallgren, position change effective April 16, 2024, from Early Childhood Assistant and School Age Care Adult Assistant to Office Clerk at North Branch Area Education Center
  16. 2023-24 Extra Curricular Spring Coach Position
    - a. Tammi Minke, Class 5, Step 4, as Assistant Coach for Golf
  17. 2023-24 Activity Advisor Positions
    - a. Jay Schueller, Class 9, Step 7, as Spring Musical Tech Booth (lights and sound)
    - b. Jay Schueller, Class 9, Step 7, as Spring Musical Set Construction
- F. Tenure of the Following Teachers
1. Theresa Anderson - Instructional Strategies Coach - North Branch Area High School
  2. Elizabeth Budahn - Choir Teacher - North Branch Area Middle School and North Branch Area High School
  3. Amanda Cook - Agriculture Teacher - North Branch Area Middle School and North Branch Area High School
  4. Annetta Dickman - English/Language Arts Teacher - North Branch Area High School
  5. Jennifer Gibbs - Elementary Teacher - Sunrise River Elementary School
  6. Alan Grund - Elementary Teacher - Sunrise River Elementary School and North Branch Area Education Center
  7. Jessica Konrad - Social Studies Teacher - North Branch Area High School
  8. Joseph Lattimore - Due Process Lead Teacher (TOSA) - North Branch Area Middle School
  9. Rachel Mellem - Elementary Teacher - Sunrise River Elementary School
  10. Stephanie Mohs - SPED Teacher - North Branch Area Middle School
  11. Taylor Neil - Elementary Music Teacher - Sunrise River Elementary School and North Branch Area Education Center
  12. Alyssa Nelson - SPED Teacher - North Branch Area High School
  13. Samantha Nuthak - Spanish Teacher - North Branch Area Middle School and North Branch Area High School
  14. Rebecca Peters - Elementary Teacher - Sunrise River Elementary School
  15. Natalie Sandstrom - Elementary Teacher - Sunrise River Elementary School
  16. Erin Theobald - Math Teacher - North Branch Area High School
  17. Amber VanHorn - Elementary Teacher - Sunrise River Elementary School

G. Policies	
1. Policy 206-NB - Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations (Review only, No MSBA changes)	66
2. Policy 207 - Public Hearings (Minor MSBA changes)	72
3. Policy 209-NB - School Board Code of Ethics (Review only, No MSBA changes)	74
4. Policy 210 - Conflict of Interest - School Board Members (Review only, No MSBA changes)	77

H. Acceptance of Donations	80
Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."	

Therefore, the Superintendent recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 138 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

VIII. **Open Mic:** Open mic is a time for public comment. However, it is not a means to have issues added to this evening's agenda. It is also not a means to discuss specific individuals negatively in public, either by name or position. If you would like district follow up to comments, please leave appropriate contact information on the open mic sign-in sheet. Please limit your comments to three minutes.

IX. Old Business	
A. Consider Second Reading of the Following Policies	
1. Policy 413 - Harassment and Violence (Annual Review, No MSBA changes)	81
2. Policy 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse (Annual Review, No MSBA changes)	91
3. Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults (Annual Review, No MSBA changes)	98
4. Policy 522 - Title IX Sex Nondiscrimination Policy; Grievance Procedure and Process (Annual Review, No MSBA changes)	103

X. New Business	
A. Consider 2024-25 Activity Workers' Rates of Pay	120
B. Consider Setting June 13, 2024 at 5:30 p.m. for Public Hearing on Student Fees	
C. Consider Lease and Premises Use Agreement Between St. Croix River Education District (SCRED) and Independent School District No. 138 Commencing on July 1, 2024 and Ending on June 30, 2025	
D. Consider First Reading of the Following Policies	
1. Policy 102 - Equal Educational Opportunity (MSBA changes)	122
2. Policy 410 - Family and Medical Leave Policy (Annual Review, MSBA changes)	124

- 3. Policy 616 - School District System Accountability (Annual Review; MSBA changes) 132
- XI. Addendum
  - A. Consent
    - 1. Simone Collins-Goodwin, BS+15, Step 1, position change from 0.5 FTE to 0.63 FTE effective April 30, 2024 through the remainder of the 2023-24 school year, as Health/ADSIS Teacher at North Branch Area High School
- XII. Information
  - A. Fundraising Reports from November 1, 2023, through April 30, 2024 137
- XIII. Board Requests
- XIV. Committee Reports
- XV. Dates to Remember
  - A. Thursday, May 23, 2024, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, C120
  - B. Thursday, May 30, 2024, Life Work Center Graduation and Awards Ceremony, 6:00 pm, North Branch High School Edelstein Auditorium
  - C. Wednesday, June 5, 2024, Negotiations Committee Meeting, 8:00 am, North Branch Area Education Center
  - D. Wednesday, June 5, 2024, Custodian Mediation Session, 9:00 am, North Branch Area Education Center
  - E. Thursday, June 6, 2024, Last Day of School for Students
  - F. Friday, June 7, 2024, End of Year Staff Breakfast, North Branch Area High School, Commons Area, Coffee at 7:15 am; Recognition Program at 7:30 am
  - G. Sunday, June 9, 2024, Graduation of the Class of 2024, 2:00 pm, North Branch Area High School
  - H. Thursday, June 13, 2024, Public Hearing on Student Fees, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
  - I. Thursday, June 13, 2024, Regular School Board Meeting, beginning immediately after the Public Hearing, North Branch Area Education Center, Boardroom, Room C120
  - J. Thursday, June 13, 2024, School Board Retreat, following the Regular School Board Meeting, North Branch Area Education Center, Boardroom, Room C120
- XVI. Adjournment

# Superintendent Update

May 9, 2024

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# At the forefront of educational excellence



## **WHAT WE INTEND TO CREATE**

*Inspire dreams,  
build integrity and  
instill hope*

*in our students, our staff, our families and our communities.*

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## **OUR PURPOSE**

Partner with students, staff, families and communities  
to challenge all students  
to achieve their greatest potential and  
become informed and engaged citizens.

# Viking Spotlight: Student Activities



# I.C.E.

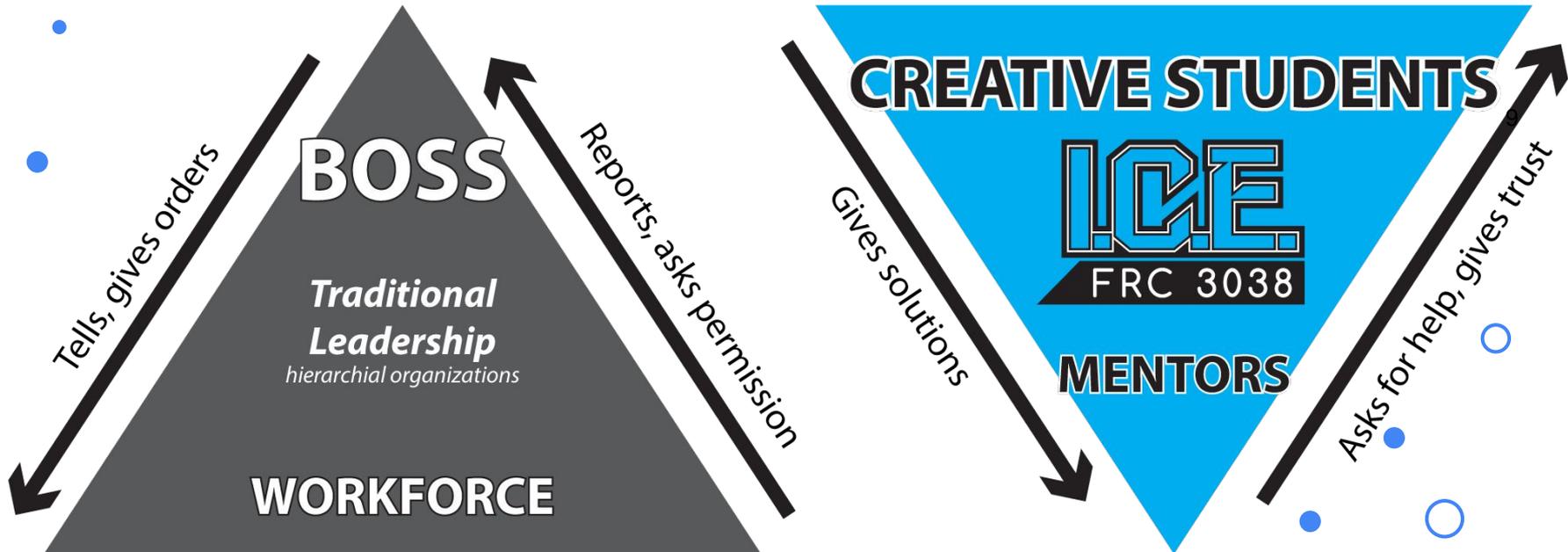
FRC 3038

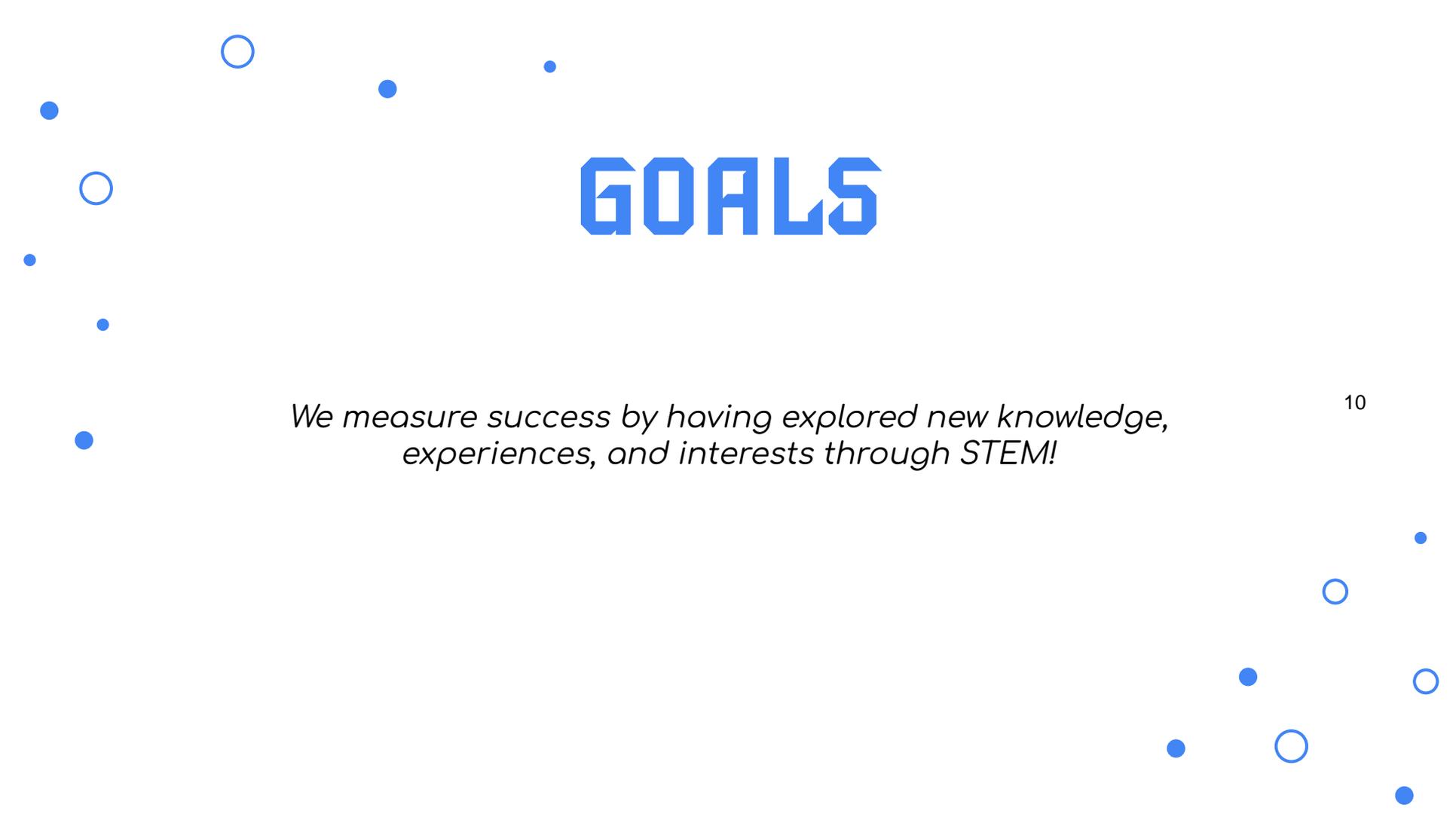
## Meet Soundwave



# AGILE LEADERSHIP

*Flipping Leadership*  
*Setting goals & finding solutions*





# GOALS

*We measure success by having explored new knowledge,  
experiences, and interests through STEM!*

# Thank You to Our Mentors

*"I was unaware of what I didn't know until you started mentoring me. Thank you for your time, effort, patience, and care you shared with me throughout the season."*



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*We are so PROUD of our alumni! "Thank you for coming back and sharing your experiences. It helped me to find my own path."*

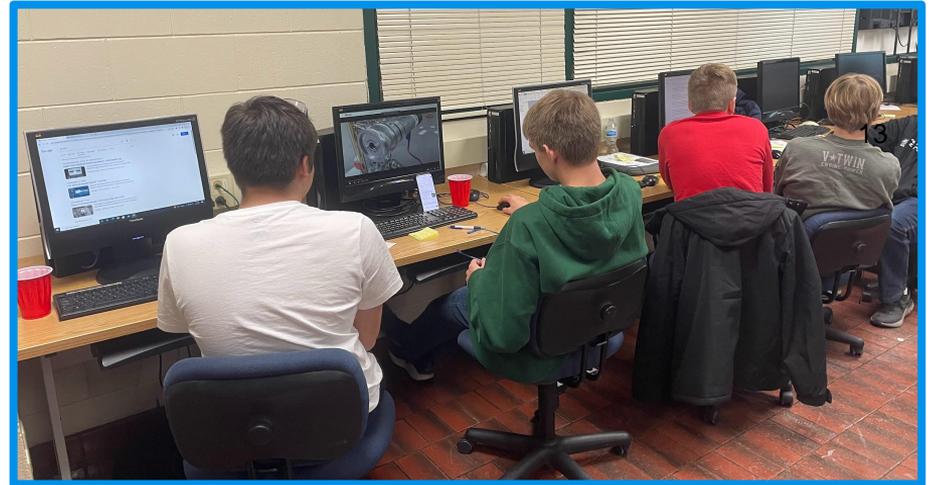


# STRATEGIC PLAN

*Our strategic plan allow us to work together towards successful completion.*

## Keys to Success:

- Develop roles
- Set schedule, goals, & budget
- Retain & recruit members
- Community involvement
- Manage stress



*"Building a robot is just one part of what makes our team successful."*

# TEAM MEMBERS

*Our team leads serve as managers for various aspects of the team.*



Caden  
11th Chisago Lakes  
Custom  
Components Lead,  
Impact  
Ambassador



Parker  
10th North Branch  
Builder  
Motivator



Jarad  
12th North Branch  
Project Manager & Financial Lead,  
Drive Team

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Brayden  
11th Chisago Lakes  
Coder, Drive Team



Chris  
10th Chisago Lakes  
Battery Lead, Scouting Captain  
Drive Team, Impact Ambassador

# TEAM MEMBERS



**Henry**  
9th Chisago Lakes  
Coder



**Trent**  
11th Chisago Lakes  
Electronic Lead, Drive Team



**John**  
8th Chisago Lakes  
Builder Impact Ambassador  
Safety Captain

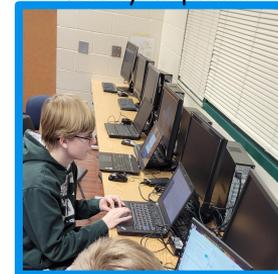
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**Marshall**  
10th North Branch  
Fabrication Lead, Drive  
Team



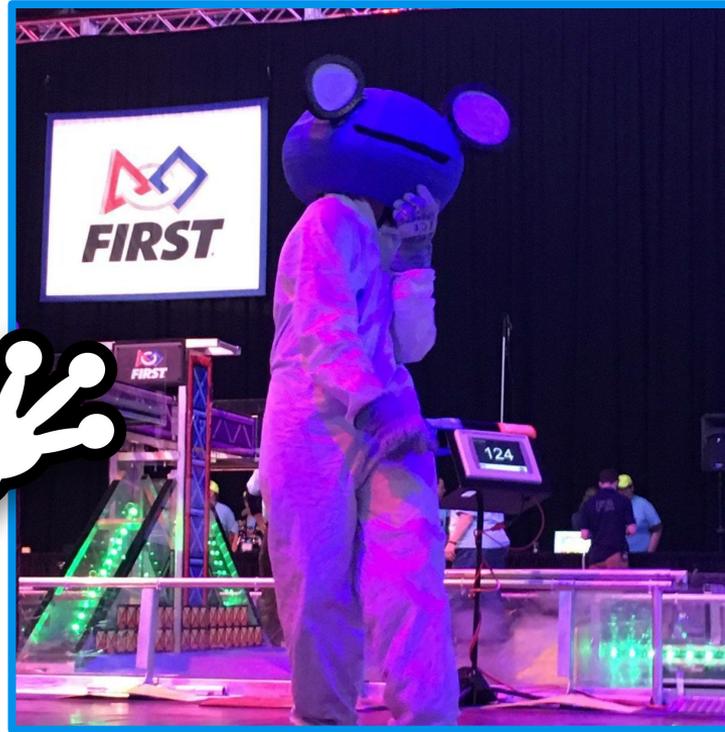
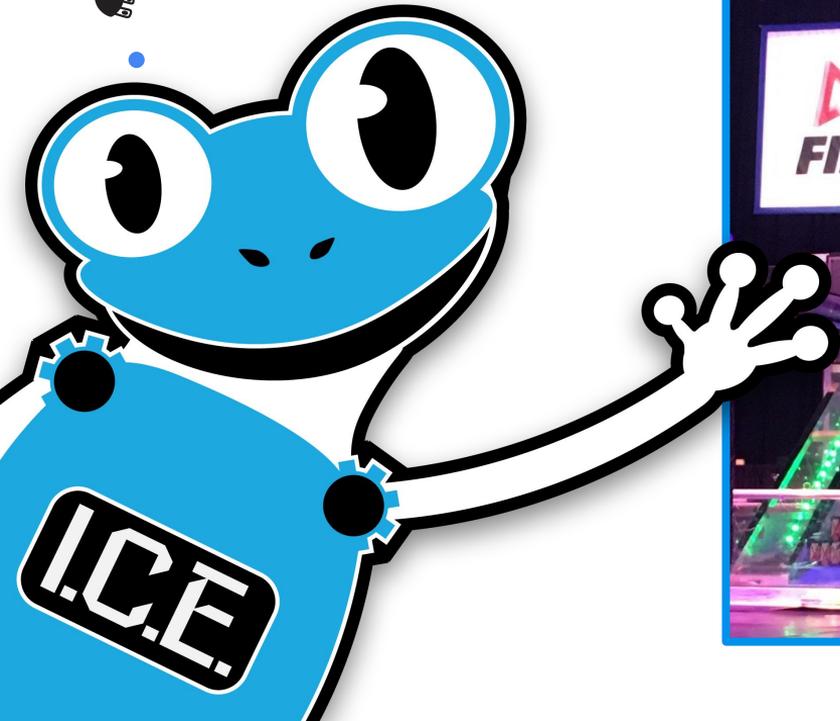
**Osho**  
11th Chisago Lakes  
Wiring, Builder



**William**  
11th Chisago Lakes  
Coding Lead, Pit Captain

# Mr. Freeze

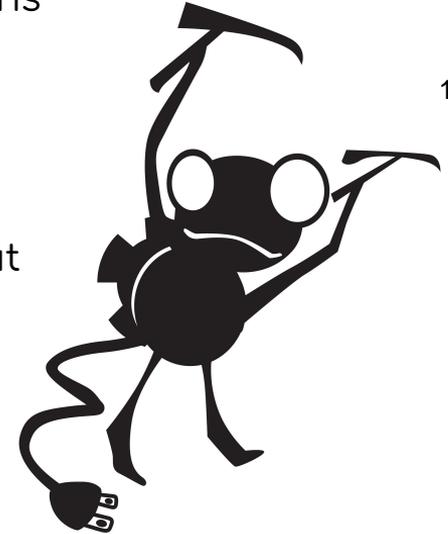
*He is made of more than your ordinary Minnesota ice.*





# Imagery

- Team Identity Lead
- Identity specifications
  - Set colors & fonts
- Consistent color on robot
- Intentional pit layout



# DISCOVERY

*We explore new skills and ideas..*



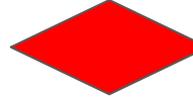
## A.D.D.I.E.

- A-Analysis
- D-Design
- D-Development
- I-Implementation
- E-Evaluation

A.D.D.I.E. is a way for our team to manage risk, document & analysis our work.



Our coding crew learned to use limelight effectively. This made the scoring of game piece effective.



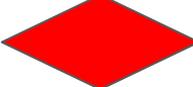
# FINDING INSPIRATION

*Not the beginning nor the end, it is the next step...*

We draw inspiration from the Engineering Process:

- Identify
- Design
- Create
- Iterate

*Our team continues to work to create an environment where diverse ideas and experiences lead to stronger, more successful team outcomes!*



# INNOVATION

We use these materials to make prototypes:

- Legos
- PVC pipes
- Wood

*Our team does this to work out all the kinks before we start on the final robot.*

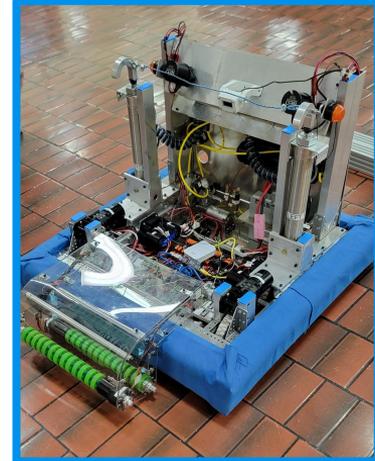
# IMPACT

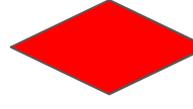
*We apply what we learn to improve our world.*



# ROBOT EVOLUTION

First we drew a manipulator on the whiteboard and then in cad to see how it looked. We created a prototype out of wood and then made the final out of aluminum





# INCLUSION & DIVERSITY

*Creating a culture where all people feel welcome!*

## Supporting inclusion & diversity by:

- Begin conversation around equality on our team
- Our team not only works to recruit underrepresented and vulnerable groups, but works to have them active in all aspects of the team
- Encourage students to participate in all aspects of the team
- We will match or are working to match the diversity of our school or community in terms of women, people with disabilities, African Americans, Hispanics/Latinos, and Indigenous students on our teams.

We focus on our abilities and successes, over differences.

# INCLUSION

*We respect each other and embrace our differences.*

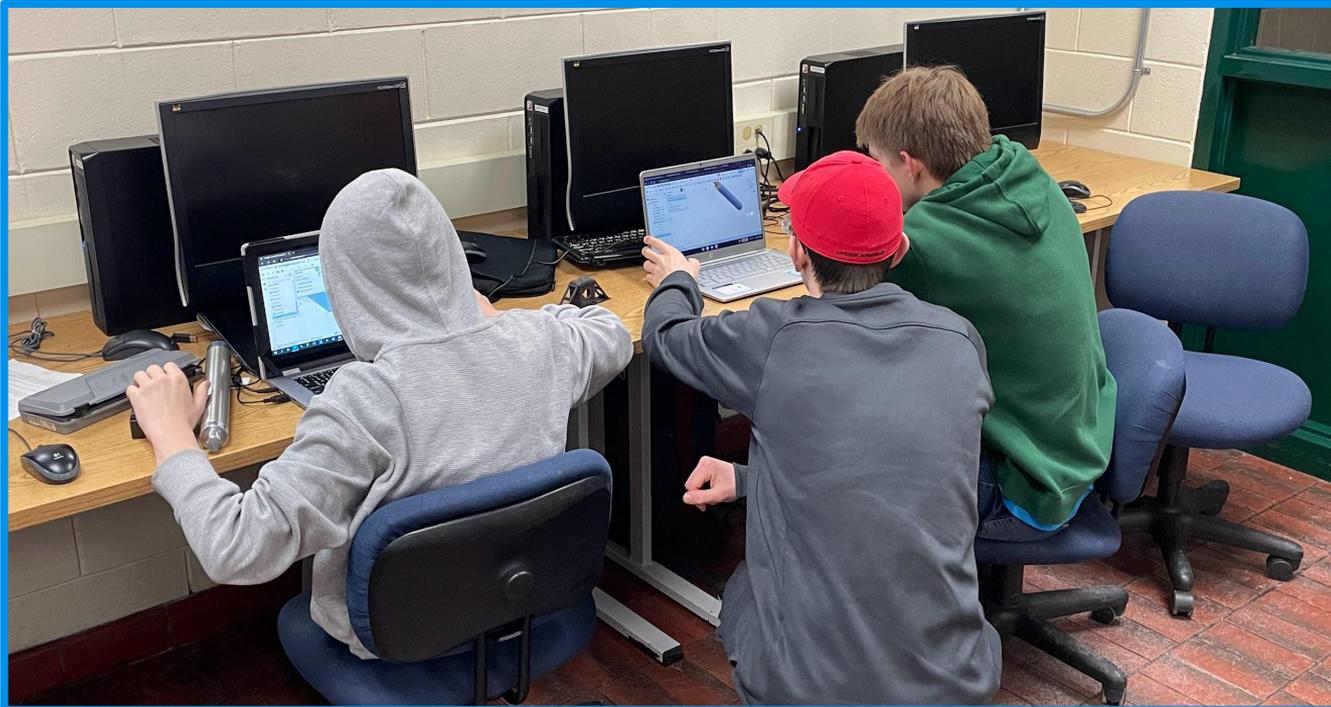


Intentionally  
listening



# TEAMWORK

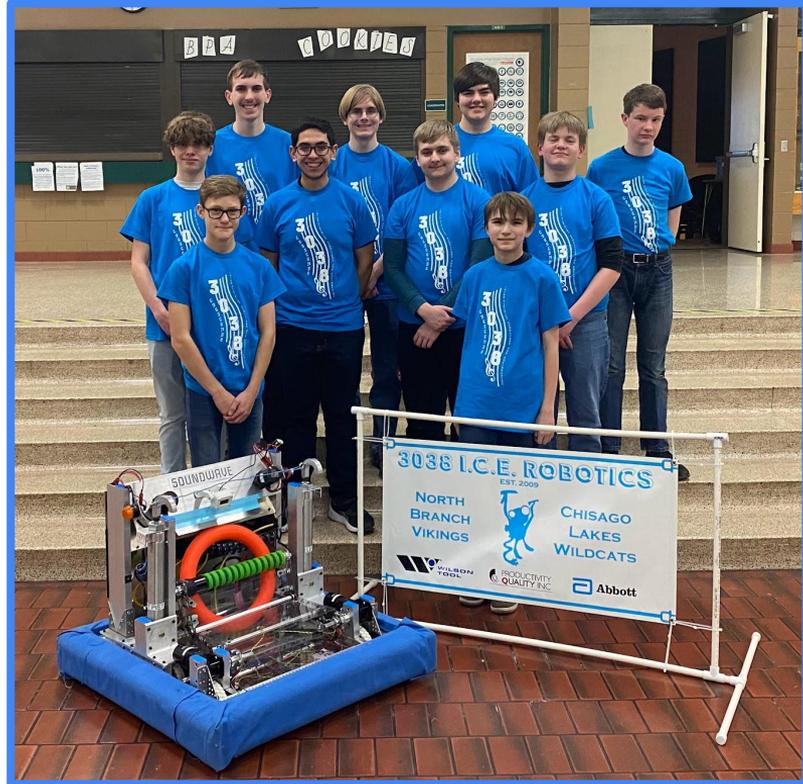
*We are stronger when we work together.*





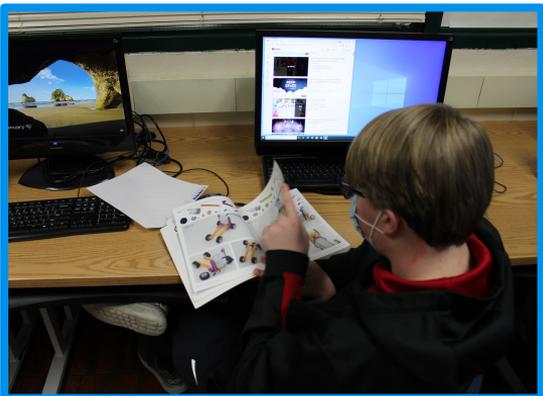
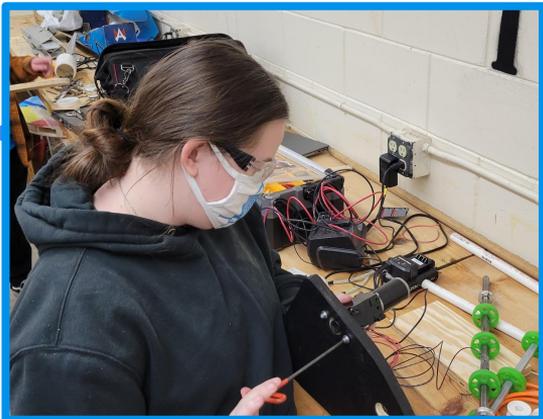
# FUN!!!

*We enjoy and celebrate what we do!*



# SAFETY

- Safety Manual Training
- Fire Extinguisher and Safety Awareness
- Hand & Power Tool Safety Awareness
- Hazard Communication – Safety Data Sheets
- Personal Protective Equipment (PPE) Awareness
- Recognizing Electrical Hazards Awareness
- Lockout/Tagout Awareness
- Hearing Conservation Awareness



Thank you to our  
sponsors for  
contributing to  
safer equipment



# SUPPORTING OUR COMMUNITY

*Partnering with our community through volunteering.*



# SUPPORTING OUR COMMUNITY

- Business Plan
- ADDIE
- Agile Leadership
- Team Roles



- Recruiting
- Outreach
- Art Fest

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- ❑ Wilson Tool Picnic
- ❑ RevSci
- ❑ Wilson Tool Tour

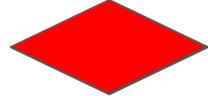


# Inspiring Future Engineers



- STEM Inflight
- FLL Expo
- FTC mentor
- Chisago County Fair
- Demos
- Art Fest





# COMMUNITY PARTNERS

*Our team could not function without generous donations, sponsorships, and the continued support from our communities.*

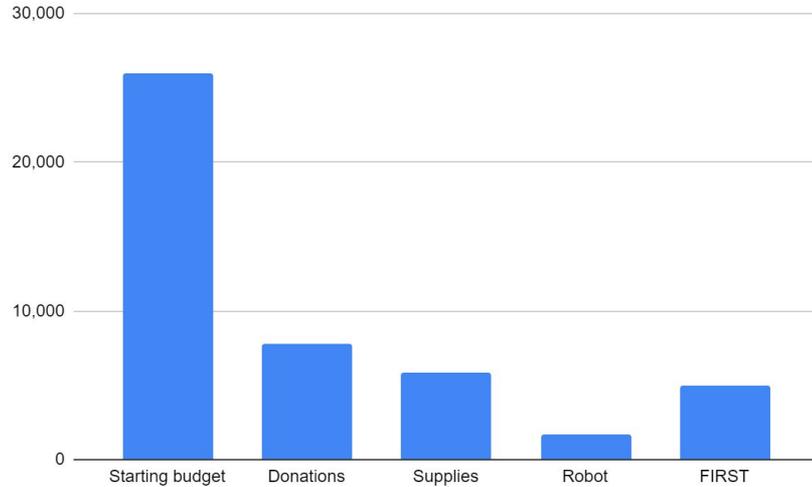


Anderson & Koch Ford Inc.

Gene Haas Foundation | Cresco Process Systems | Donaldson Foundation | Anderson and Koch Ford Inc.  
Chisago Lakes High School | North Branch Area High School

# BUSINESS PLAN

*Our business plan helps create intentional and deliberate decision making for our team.*



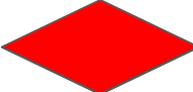
- New social circle
- Grow our team
- Expand community outreach

# Gracious Professionalism

- Schedule
- Task list
- Project manager
- Building off each others ideas
- Team roles
- Bluejacket Robotics
- Inclusion & diversity



Building on  
that answer



# Website & Social Media

Stay connected

**3038 Website**

[sites.google.com/view/team3038ice](https://sites.google.com/view/team3038ice)



**Firstinspires.org**

Official FIRST robotics website.



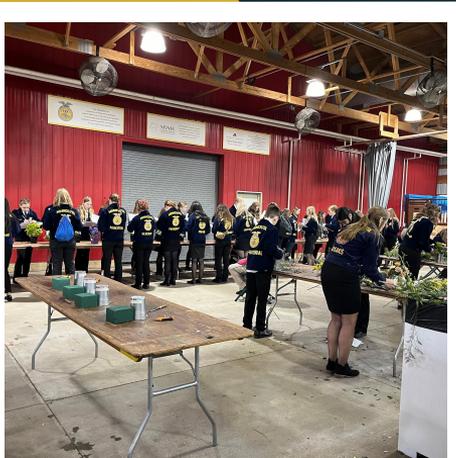
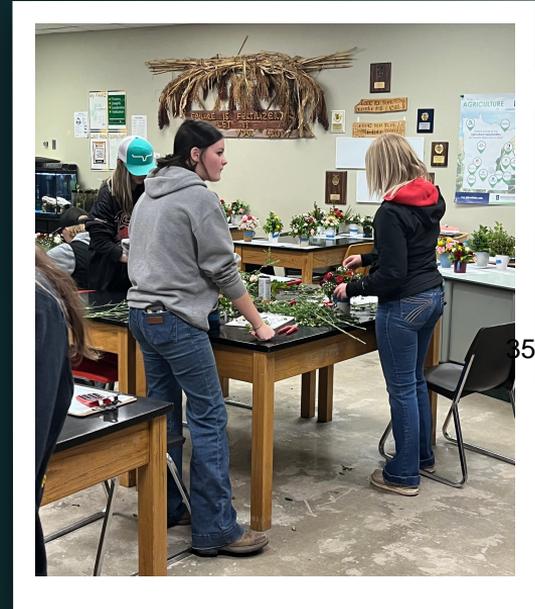
**Facebook**

[facebook.com/3038ICE/](https://facebook.com/3038ICE/)



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# North Branch FFA Update Spring 2024





## 2024 FFA Scope:

- Open to any AFNR Student
- 15 Members Grade 9-12
- Officially Chartered in November
- 7 Regional Career Development Events
  - Livestock, Horse
  - Small Engines
  - Crops
  - Milk Quality
  - Vet Science
  - Fish and Wildlife
  - Meats
  - Floriculture
  - Nursery/Landscape



## 2024 FFA Activities:

- Career Development Events
- Service projects
- State Convention
- Ag Literacy
- Public policy

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# FFA Day at the Capitol

Feb. 27, 2024



# State FFA Convention:

- 2 Delegates
- 1 “Ag Ed Signing” Participant
- 2 Teams
  - Horse-4 members
    - Silver Award
  - Floriculture-4 Members
    - Silver Award

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Chapter House and Leadership

1750  
Judson



# Looking Ahead

## Spring Programming

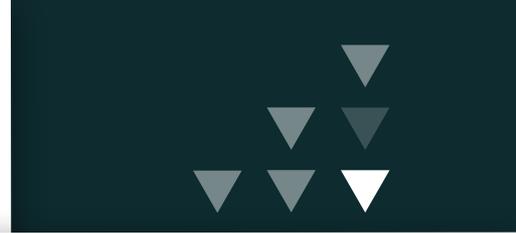
- 2nd grade Ag in the Classroom

## Summer Programming

- Officer training
- Chisago County Fair
- Little AgVentures Exhibit
- Minnesota State Fair
- SAE Projects

## Fall Programming

- Community Safety Net Program



# FTC Robotics



FIRST Tech Challenge students learn to think like engineers. Teams design, build, and code robots to compete in an alliance format against other teams. Robots are built from a reusable platform, powered by Android technology, and can be coded using a variety of levels of Java-based programming.



- Advisor: Becky Leuer

# ProStart



The ProStart Team met every Tuesday afternoon from October to April to prepare for the Annual Minnesota ProStart Invitational.

- Second year in a row competing, which occurred on March 14.
- Students have 60 minutes to create a starter, entree, and dessert with zero electricity. We are allowed two butane burners and one camping oven to create these dishes. Students must bring all their own ingredients and equipment needed to create their dishes, which we prepare the day before as a team.
- This year, our team placed 13th out of 17 teams.
  - Last year we placed 13th out of 14 teams, so progress is being made!



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# DECA



DECA prepares emerging leaders and entrepreneurs for careers in marketing, finance, hospitality and management in high schools and colleges around the globe.

- Advisor: Stan Rosen



# Knowledge Bowl



Knowledge Bowl is a team academic competition that encourages teamwork, collaboration, effective communication and strategic thinking. Students work together to solve oral and written round questions related to all areas of learning typical of elementary or secondary educational programs.

- Advisor: Samantha Nuthuk



# Speech



The components speech include public speaking exercises, debate competitions, group discussions, and role-playing activities. These activities provide students with opportunities to practice their communication skills in various contexts and develop a well-rounded set of abilities.

- Advisor: Max Anderson



# Theatre



Theatre is both an academic discipline and a performing art. A study of theatre motivates students to study and develop ideas, insights and values. The primary component of theatre—dialogue—provides a uniquely effective method for studying the communicative functions of human language.



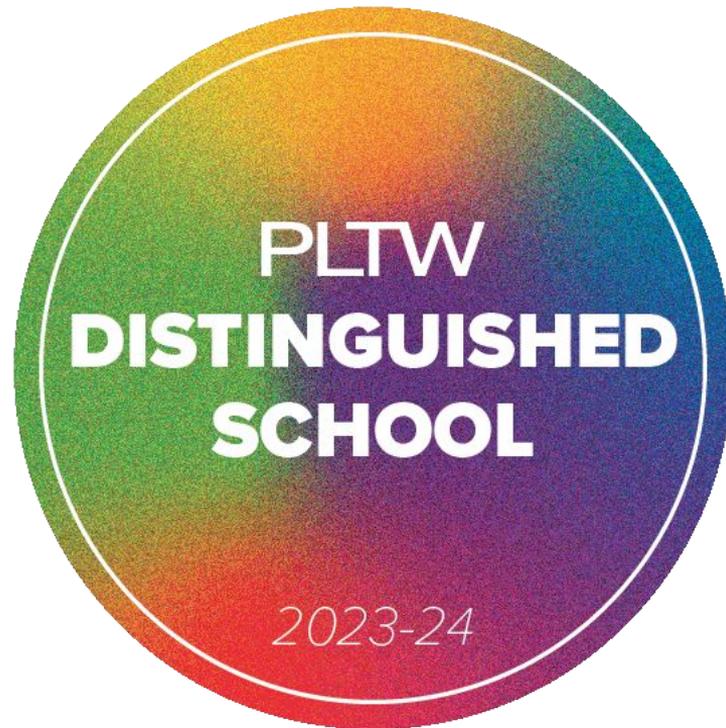
- Advisor: Laura Long

## Sunrise PLTW



Sunrise has been named a @PLTWorg 2023-24 Distinguished Launch School for their commitment to increasing student access, engagement, and achievement in their Project Lead the Way programs.

- This is the third year in a row that Sunrise has achieved this honor!
- Congrats to Sunrise!



# Effective Fiscal management leads to bond rating improvement



# SKOL! In appreciation of Viking staff



- NBAPS staff go above and beyond every day
  - Every small act of kindness and dedication adds up to something amazing
  - It is an honor to acknowledge and lift up the people that make up who we are
- Tuesday, in partnership with DQ, every staff member received a Blizzard coupon
  - Thanks to DQ, and thanks to the students that helped make our announcement video
- This week concludes with surprises for staff from our Viking Leadership Team to express our appreciation

## SKOL!



# Designer Purse and Yeti Bingo was a blast



**DESIGNER PURSE  
AND YETI®**

A row of five bingo balls in red, blue, yellow, green, and purple, each with a white letter: B, I, N, G, O. Below the balls are four purses: a blue Yeti cooler, a pink Michael Kors purse, a brown Coach purse, and a green Yeti cooler.

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# Walking and Rolling to School VIKING Style

This spring's event on May 8 was attended by 200-plus!

- Many thanks to the City of North Branch, Chisago County SHIP, and the North Branch Police and Fire Departments for partnering to host this awesome event.
- Thanks to everyone who continue to join us for this super fun event. It seems like every time we host this event it gets bigger.



# Community Service Day - May 23



- NBAPS annual Community Service Day is scheduled for Thursday, May 23.
  - Staff and students will be out in our communities performing a wide variety of community service projects.
  - If you have a family member, friend, or neighbor who could use a little help with spring chores due to age or illness, or know of other service project ideas, please contact Pat Tepoorten at 651-674-1018 or [ptepoorten@isd138.org](mailto:ptepoorten@isd138.org).

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**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138**  
**NORTH BRANCH AREA EDUCATION CENTER, ROOM B122**  
**POLICY COMMITTEE MEETING**  
**April 11, 2024**

The Policy Committee met on Thursday, April 11, 2024 at 4:30 p.m. in Room B122 at the North Branch Area Education Center.

Members in Attendance: Tim MacMillan, Heather Naegele, Superintendent Paul, David Treichel, Todd Tetzlaff, and Arle Chambers

**Policies Discussed for Consent Agenda**

Policy 203.2 - Order of the Regular School Board Meeting (No MSBA changes)  
Policy 203.2 was reviewed and will be on tonight's consent agenda for approval.

Policy 203.5-NB - School Board Meeting Agenda (MSBA changes, Legal References)  
Policy 203.5-NB was reviewed and will be on tonight's consent agenda for approval.

Policy 203.6 - Consent Agenda (No MSBA changes)  
Policy 203.6 was reviewed and will be on tonight's consent agenda for approval.

Policy 204 - School Board Meeting Minutes (MSBA changes; Legal References)  
Policy 204 was reviewed and will be on tonight's consent agenda for approval.

Policy 205 - Open Meetings and Closed Meetings (MSBA changes)  
Policy 205 was reviewed and will be on tonight's consent agenda for approval.

**Policies Following Regular Review Process**

Policy 102 - Equal Educational Opportunity (MSBA changes)  
Policy 102 was discussed and will be presented at the May 9 regular board meeting for a first reading.

Policy 410 - Family and Medical Leave Policy (Annual Review, MSBA changes)  
Policy 410 was discussed and will be presented at the May 9 regular board meeting for a first reading.

Policy 506-NB - Student Discipline  
Policy 506-NB was discussed regarding a language change. The language will be reviewed with legal counsel and will be brought back to the policy committee next month.

Policy 616 - School District System Accountability (Annual Review; MSBA changes)  
Policy 616 was discussed and will be presented at the May 9 regular board meeting for a first reading.

The meeting concluded at 5:04 p.m.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
REGULAR SCHOOL BOARD MEETING  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
APRIL 11, 2024**

The School Board of Independent School District 138 met in regular session on Thursday, April 11, 2024, at 5:30 p.m. in the Boardroom at the North Branch Area Education Center.

Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Heather Naegele, Jesse LaValla, Adam Trampe, Shelly Johnson, and Superintendent Paul

Absent: Sarah Grovender

Others in Attendance:

Denise Martin, Molly Whelan, John Wagner, Christine Johnson, Joe Lattimore, Kyle Kahl, Todd Dufault, David Treichel, Todd Tetzlaff, Pat Tepoorten, and Arle Chambers

The Pledge of Allegiance was said by all.

Approval of Agenda:

Moved by Naegele, seconded by Trampe and carried unanimously to approve the agenda.

Recognition:

Winter Sport Recipients

Below are the winter award recipients. View the coaches' videos at the following link: [www.isd138.org/article/1548546](http://www.isd138.org/article/1548546)

- Boys Basketball Award Recipients: Brody Beaver, Chazz Johnson, Jacob Knoespel, Blake Lelm, Owen Link, Tyler Minke, Evan Overson, and Noah Thorsen
- Girls Basketball Award Recipients: Johanna Bartkey, Ashley Bistodeau, Hailey Diaz, Kayla Diedrich, Maggie Hunter, Ella Kuhlman, Annabelle Lattimore, and Natalia Rosales
- Dance Award Recipients: Leota Johnson, Shanna Swanstrom, and Sophia Wolfe
- Gymnastics Award Recipients: Ella Dick, Dakota Esget, Emma Fenton, Brooke Giese, Liberty Nielsen, and Sophia Thorsen
- Boys Hockey Award Recipient: Ryan Troxell

- Girls Hockey Award Recipient: Abigail Thurmer
- Wrestling Award Recipients: Jack Baker, Karson Gariepy, Ethan Kester, and Evan Pommier

### **SUPERINTENDENT'S REPORT**

Superintendent Paul reported on the Viking Spotlight featuring students Yupheng (Nick) Vang and Matt Wendel. She mentioned the National Honor Society hosted a blood drive recently, and a Chisago County Opioid Council meeting was held on March 21. There was a Future Forward Career Readiness event held at the high school recently, and she reported that Senior Spotlight will be highlighting four seniors from the Class of 2024 each weekday morning on social media.

She reported that staff raised over \$2,300 through its Bagging for Groceries for Scholarships event at County Market, and mentioned past and upcoming events including Hispanic Open House, Native Culture Night, and Athena Award ceremony. Designer Purse and Yeti Bingo is scheduled for April 28, and Community Service Day will be held May 23.

### **CONSENT ITEMS**

Moved by Trampe, seconded by LaValla and carried unanimously to approve the consent agenda.

- A. Minutes of March 7, 2024 Policy Committee Meeting
- B. Minutes of March 7, 2024 Regular School Board Meeting
- C. Authorization of Payments, Transfers, and Investment Activity
  - Accounts Payable, Bank 07 – \$882,511.00
  - Auxiliary, Bank 12 - \$9,199.58
  - Payroll, Bank 13 - \$1,999,854.59
  - Scholarship, Bank 18 - \$8,250.00
  - High School Student Activities, Bank 31 - \$18,021.81
  - Middle School Student Activities, Bank 32 - \$0.00
- D. Personnel
  - 1. Julia Baker, resignation effective March 7, 2024, as School Age Care Senior Adult Assistant at North Branch Area Education Center
  - 2. Juliane Bartel, resignation effective April 3, 2024, as SPED Assistant at North Branch Area Education Center

3. Samantha Hoffman, resignation effective March 8, 2024, as Early Childhood Assistant at North Branch Area Education Center
4. Ashley Klofstad, resignation effective April 4, 2024, as Lunchroom/Playground Assistant at North Branch Area Education Center
5. Juliane Bartel, leave request March 19, 2024, through April 7, 2024, as SPED Assistant at North Branch Area Education Center
6. Alan Grund, leave request February 26, 2024, through March 17, 2024, as Elementary Launch Specialist at Sunrise River Elementary School
7. Brent Lundgren, leave request effective approximately April 19, 2024, through May 5, 2024, as Sixth Grade Teacher at North Branch Area Middle School
8. Abigail Maser, leave request for the 2024-25 school year, as SPED Teacher at Sunrise River Elementary School
9. Ramona Wideen, leave request effective April 11, 2024 through April 23, 2024, as Lead Custodian at Sunrise River Elementary School
10. Julia Baker, employment effective February 20, 2024, as School Age Care Senior Adult Assistant at North Branch Area Education Center
11. Jules Horsfall, BS, Step 1, effective March 18, 2024, through the end of the 2023-24 school year, as Social Studies Teacher at North Branch Area Middle School
12. Marisa Luczynski, employment effective March 18, 2024, as SPED Assistant at North Branch Area Middle School
13. Tonia Mattson, employment effective September 18, 2023, as Lunchroom/Playground Assistant at North Branch Area Education Center in addition to SPED Assistant position
14. Jody Prettnner, employment effective February 26, 2024, as SPED Assistant at North Branch Area High School
15. Jennifer Aguirre, termination effective March 8, 2024, as Office Clerk at North Branch Area Education Center
16. Laura Bourgojn, termination effective March 28, 2024, as SPED Assistant at Life Work Center

17. Amy Bergman-Valla, non-renew for the 2024-25 school year, as Due Process Lead Teacher (TOSA) at North Branch Area High School
18. Kati Clarkson, non-renew for the 2024-25 school year, as English Teacher at North Branch Area Middle School
19. Krista Coddington, non-renew for the 2024-25 school year, as Elementary Teacher at North Branch Area Education Center
20. Allan Dittrich, non-renew for the 2024-25 school year, as Social Studies Teacher at North Branch Area Middle School
21. Morgan Foster, non-renew for the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
22. Timothy Reisdorf, non-renew for the 2024-25 school year, as Math Teacher at North Branch Area Middle School
23. 2023-24 Extra Curricular Spring Coach Positions
  - a. Eli Erickson, Class 4, Step 1, as Assistant Coach for Track & Field
  - b. Kathy Kimble Robotcek, Class 4, Step 10, as Assistant Coach for Track & Field
  - c. Paige Larson, Class 4, Step 2, as 0.5 FTE Assistant Coach for Track & Field
  - d. Joe Lattimore, Class 6, Step 6, as Coach for Middle School Baseball

24. 2023-24 Activity Advisor Positions

- a. Angela Lund, Class 9, Step 4, as 0.5 FTE Spring Musical Accompanist (Choreographer)
- b. Joyce Mix, Class 9, Step 3, as 0.5 FTE Musical Set Design (Costumes)
- c. Michelle Trunk, Class 9, Step 4, as 0.5 FTE Spring Musical Accompanist (performances)

E. Letter of Agreement to Extend Probationary Period

1. Marissa Schroeder - Extend Probationary Period Through the 2024-25 School Year
2. Joshua Hanson - Extend Probationary Period Through the 2024-25 School Year

F. Policies

1. Policy 203.2 - Order of the Regular School Board Meeting (No MSBA changes)
2. Policy 203.5-NB - School Board Meeting Agenda (MSBA changes, Legal References)
3. Policy 203.6 - Consent Agenda (No MSBA changes)

4. Policy 204 - School Board Meeting Minutes (MSBA changes; Legal References)
5. Policy 205 - Open Meetings and Closed Meetings (MSBA changes)

G. Acceptance of Donations

Date	Donation From	Donation To	Amount	Use
3/4/24	NB Area Hockey Association – NB, MN	NBHS	\$3,600.00	Busing Donation for Boys Hockey
3/6/24	Fairview Lakes Medical Center – Wyoming, MN	NBHS Scholarship A/C	\$6,000.00	Scholarship Donation
3/14/24	Claudia Hulbert – Bend, OR	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
3/14/24	Minnco Credit Union – Cambridge, MN	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
3/22/24	Chisago County Pheasants Forever – Stacy, MN	NBHS Scholarship A/C	\$750.00	Scholarship Donation
3/22/24	Sun Dental & Orthodontics – NB, MN	NBHS Scholarship A/C	\$1,500.00	Scholarship Donation
3/25/24	American Legion Post 85 – NB, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
3/25/24	First State Bank of Wyoming – Wyoming, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
3/25/24	Full Draw Outdoors – Stacy, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
3/25/24	North Branch Dental – NB, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
3/25/24	Kim Theis, Generations Real Estate Group – NB, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
3/28/24	American Legion Post 85 – NB, MN	NBHS Athletics	\$5,000.00	JROTC Nationals
3/28/24	Anderson & Koch Ford – NB, MN	NBHS Athletics	\$500.00	FRC Program
3/28/24	Gene Haas Foundation – Oxnard, CA	NBHS Athletics	\$2,500.00	FRC Program
3/28/24	Maureen Thomsen – Harris, MN	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
3/28/24	Vikings Quarterback Club – NB, MN	NBHS Scholarship A/C	\$500.00	Scholarship Donation
3/29/24	Revive Chiropractic – NB, MN	NBHS	\$100.00	Career Day
		<b>TOTAL</b>	<b>\$24,700.00</b>	

**OPEN MIC**

No one signed up for open mic.

**OLD BUSINESS**

A. Approval of Second Reading of the Following Policies

Moved by Naegele, seconded by Trampe and carried unanimously to approve the second reading of the following policies:

1. Policy 416 - Drug, Alcohol, and Cannabis Testing (MSBA changes)
2. Policy 514 - Bullying Prohibition Policy (MSBA changes)

**NEW BUSINESS**

A. Approval of Ratification of the Contract between NBEA and North Branch Independent School District for July 1, 2023 through June 30, 2025

Moved by Trampe, seconded by LaValla and carried unanimously to approve the ratification of the contract between NBEA and North Branch Independent School District for July 1, 2023 through June 30, 2025.

The agreement includes step and lane increases and improvements to the salary schedule in both the first and second years of the contract. The agreement also includes language around the new Earned Safe and Sick Time statute and an improved health insurance benefit.

B. Approval of Authorizing the Issuance of Purchase Orders for Fiscal Year 2024-25 in an Amount not to Exceed 80 Percent of the Adopted 2023-24 Budget for Supplies and Services

Moved by Trampe, seconded by Naegele and carried unanimously to approve the issuance of purchase orders for fiscal year 2024-25 in an amount not to exceed 80 percent of the adopted 2023-24 budget for supplies and services.

C. Approval of Memorandum of Understanding Between the North Branch School District and the North Branch Support Staff Association Regarding the Establishment of a Teacher Apprenticeship Program for the 2024-25 and 2025-26 School Years

Moved by Naegele, seconded by Trampe and carried unanimously to approve the Memorandum of Understanding between the North Branch School District and the North Branch Support Staff Association regarding the establishment of a Teacher Apprenticeship Program for the 2024-25 and 2025-26 school years.

D. Approval of Memorandum of Understanding Between the North Branch School District and the North Branch Education Association Regarding the Establishment of a Teacher Apprenticeship Program for the 2024-25 and 2025-26 School Years

Moved by Trampe, seconded by LaValla and carried unanimously to approve the Memorandum of Understanding between the North Branch School District and the North Branch Education Association regarding the establishment of a Teacher Apprenticeship Program for the 2024-25 and 2025-26 school years.

E. Approval of First Reading of the Following Policies

Moved by LaValla, seconded by Johnson and carried unanimously to approve the first reading of the following policies:

1. Policy 413 - Harassment and Violence (Annual Review, No MSBA changes)
2. Policy 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse (Annual Review, No MSBA changes)
3. Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults (Annual Review, No MSBA changes)
4. Policy 522 - Title IX Sex Nondiscrimination Policy; Grievance Procedure and Process (Annual Review, No MSBA changes)

F. Approval of Single Reading of Policy 496-NB - Teacher Substitute Pay

Moved by Trampe, seconded by LaValla to approve the single reading of Policy 496-NB – Teacher Substitute Pay.

Voting for: MacMillan, LaValla, Trampe, Johnson

Voting against: None

Abstained: Naegele

Motion carried.

**INFORMATION**

None

**BOARD REQUESTS**

None

**COMMITTEE REPORTS**

None

**DATES TO REMEMBER**

- A. Thursday, April 25, 2024, School Board Work Session, 5:30 pm, North Branch Area High School, Glass Classroom
- B. Thursday, May 9, 2024, Policy Committee Meeting, 4:30 pm, North Branch Area Education Center, Conference Room, B122
- C. Thursday, May 9, 2024, Regular School Board Meeting, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- D. Thursday, May 23, 2024, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- E. Wednesday, June 5, 2024, Negotiations Committee Meeting, 8:00 am, North Branch Area Education Center
- F. Wednesday, June 5, 2024, Custodian Mediation Session, 9:00 am, North Branch Area Education Center

**Adjournment**

Moved by Naegele, seconded by LaValla and carried unanimously to adjourn the regular meeting at 6:16 pm.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
NORTH BRANCH AREA HIGH SCHOOL, GLASS CLASSROOM  
SCHOOL BOARD WORKING SESSION  
April 25, 2024**

The School Board of Independent School District 138 met in a Working Session on Thursday, April 25, 2024, at 5:30 p.m. in the Glass Classroom at North Branch

Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Heather Naegele, Jesse LaValla, Adam Trampe, Shelly Johnson, and Superintendent Paul

Absent: Sarah Grovender

Others in Attendance:

Clint Link, Coleman McDonough, David Treichel, Pat Tepoorten, and Arle Chambers

The Pledge of Allegiance was said by all.

Superintendent's Report

Superintendent Paul reported on the Students of Excellence Recognition event, which occurred on April 24, 2024 and recognized students Grace Larson, Julia Munchow, Everett Thomsen, and Keng Lor. She also reported on our bond rating improvement and grant funding for the apprenticeship program. She mentioned upcoming events, which include Spring Fling, Designer Purse and Yeti Bingo, and Community Service Day.

Work Session Topics

School Spotlight – North Branch Area High School

Clint Link, North Branch Area High School Principal, gave a presentation on mid-year life skills goals and building academic goals.

School Spotlight – Norse Area Learning Center and Distance Learning Academy

Coleman McDonough, Principal at the Norse Area Learning Center and Distance Learning Academy, gave an update on mid-year life skills goals and academic goals for these two programs.

Policy 524 - Internet Acceptable Use and Safety Policy (Annual Review, MSBA changes)

David Treichel, Director of Teaching and Learning, presented information on Policy 524 regarding new MSBA language, which includes cell phone language prohibiting cell phones and other electronic communication devices during the instructional day. Currently, there is no reference to cell phones in the North Branch policy.

Mr. Treichel shared survey results from staff and students from the high school, middle school, and ALC regarding cell phone use.

After the presentation, board members and principals gave feedback on cell phone use. The next step will be to bring the policy to the Policy Committee in May for further discussion.

Chair MacMillan adjourned the meeting at 8:31 pm.

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Heather Naegele, Clerk  
(Unapproved)

**ELECTRONIC FUND TRANSFERS  
APRIL 2024**

Direct Dep Cks			\$1,004,690.39
ACHS			<u>\$13,871.53</u>
			<b>\$1,018,561.92</b>
Other Electronic Fund Transfers:		4/8/2024	\$54,083.55
Federal/FICA Taxes		4/8/2024	\$102,160.21
(Also reflected in P/R info)		4/22/2024	\$65,205.12
		4/22/2024	<u>\$102,579.99</u>
			<b>\$324,028.87</b>
Minnesota Withholding Taxes		4/9/2024	\$8,296.80
(Also reflected in P/R info)		4/9/2024	\$17,406.01
		4/23/2024	\$10,045.80
		4/23/2024	<u>\$17,405.36</u>
			<b>\$53,153.97</b>
Economic Service (EBC)		4/8/2024	\$11,441.54
(Also reflected in P/R info)		4/8/2024	\$23,134.51
		4/22/2024	\$11,441.54
		4/22/2024	<u>\$23,134.51</u>
			<b>\$69,152.10</b>
MII LIFE-F S A	PEIP	4/1/2024	\$8.30
	PEIP	4/4/2024	\$7.08
	PEIP	4/9/2024	\$52.50
	PEIP	4/19/2024	\$114.47
	PEIP Admin Inv	4/25/2024	<u>\$423.00</u>
			<b>\$605.35</b>
MII LIFE-M S A		4/8/2024	\$894.96
		4/8/2024	\$5,990.46
		4/22/2024	\$894.96
		4/22/2024	<u>\$6,465.46</u>
			<b>\$14,245.84</b>
Minnesota Teachers Retirement		4/5/2024	\$9,727.61
		4/5/2024	\$77,331.99
		4/19/2024	\$9,962.74
		4/19/2024	<u>\$77,866.10</u>
			<b>\$174,888.44</b>
PERA		4/5/2024	\$26,970.34
		4/19/2024	<u>\$33,770.01</u>
			<b>\$60,740.35</b>
Delta Dental Plan		4/23/2024	<b>\$26,721.39</b>
MN Sales Tax		4/18/2024	<b>\$82.00</b>
Neopost Advance		4/5/2024	<b>\$5,000.00</b>

## **SCHOOL BOARD**

# **Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations**

**206-NB**

### **I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

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

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

### **III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the

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**North Branch Independent School District No. 138: Policy #206-NB**

**Adopted:** 11/13/02

**Replaced:** NB 9361.3 Public to be Heard; 1120 and 1120.2 School Board Meetings

**Revised:** 12/10/15, 6/8/17, 11/8/18, 8/11/22

**Effective:** 11/13/02, 12/10/15, 6/8/17, 11/8/18, 8/11/22

## SCHOOL BOARD

### Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations 206-NB

agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:
- Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

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#### North Branch Independent School District No. 138: Policy #206-NB

**Adopted:** 11/13/02

**Replaced:** NB 9361.3 Public to be Heard; 1120 and 1120.2 School Board Meetings

**Revised:** 12/10/15, 6/8/17, 11/8/18, 8/11/22

**Effective:** 11/13/02, 12/10/15, 6/8/17, 11/8/18, 8/11/22

## **SCHOOL BOARD**

### **Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations** **206-NB**

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
  2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
  3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

#### **V. THE PUBLIC'S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

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#### **North Branch Independent School District No. 138: Policy #206-NB**

**Adopted:** 11/13/02

**Replaced:** NB 9361.3 Public to be Heard; 1120 and 1120.2 School Board Meetings

**Revised:** 12/10/15, 6/8/17, 11/8/18, 8/11/22

**Effective:** 11/13/02, 12/10/15, 6/8/17, 11/8/18, 8/11/22

## SCHOOL BOARD

### Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations 206-NB

#### VI. PROCEDURES

##### A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting will notify the superintendent's office in advance of the school board meeting. The person will provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain and may do so in open mic.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary

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## SCHOOL BOARD

### Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations 206-NB

in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

#### B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint immediately or as soon as possible. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

#### C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

#### D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

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#### North Branch Independent School District No. 138: Policy #206-NB

**Adopted:** 11/13/02

**Replaced:** NB 9361.3 Public to be Heard; 1120 and 1120.2 School Board Meetings

**Revised:** 12/10/15, 6/8/17, 11/8/18, 8/11/22

**Effective:** 11/13/02, 12/10/15, 6/8/17, 11/8/18, 8/11/22

## SCHOOL BOARD

# Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations

206-NB

### VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)  
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)  
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:** NB Policy 205 (Open Meetings and Closed Meetings)  
NB Policy 207 (Public Hearings)  
NB Policy 406 (Public and Private Personnel Data)  
NB Policy 515 (Protection and Privacy of Pupil Records)  
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

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North Branch Independent School District No. 138: Policy #206-NB

**Adopted:** 11/13/02

**Replaced:** NB 9361.3 Public to be Heard; 1120 and 1120.2 School Board Meetings

**Revised:** 12/10/15, 6/8/17, 11/8/18, 8/11/22

**Effective:** 11/13/02, 12/10/15, 6/8/17, 11/8/18, 8/11/22

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

MSBA/MASA Model Policy 207

Orig. 1995

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

Rev. 202209

## 207 PUBLIC HEARINGS

### I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

### II. GENERAL STATEMENT OF POLICY

~~In order for~~ For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established ~~by the school board~~.

### III. PROCEDURES

#### A. Public Hearings

Public hearings are required by law ~~to be held~~ concerning certain issues, including but not limited to, school closings (~~Minn. Stat. § Minnesota Statutes section~~ 123B.51), education district establishment (~~Minn. Stat. § Minnesota Statutes section~~ 123A.15), and agreements for secondary education (~~Minn. Stat. § Minnesota Statutes section~~ 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion ~~of the school board~~.

#### B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

#### C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to ~~the~~ commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion ~~of the school board~~.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.
2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. ~~In the event that~~ If the school board requires ~~the~~ designation

of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines ~~ed by the school board~~.

4. Privilege to Speak: A school board member should direct ~~any~~ remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary ~~in order~~ to provide an orderly, efficient, and fair opportunity ~~for those present~~ to be heard.

**Legal References:** Minn. Stat. § 123A.15 (~~Establishing Education Districts~~ Establishment)  
Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123B.51 (School Closings)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

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

MSBA/MASA Model Policy 209

Orig. 1995

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

Rev. 202209

## 209 CODE OF ETHICS

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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

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

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

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

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect,

conserve, and advance its progress.

4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

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

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

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

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

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

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

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

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

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (Boards of Independent School Districts)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

**Cross References:** None

# SCHOOL BOARD

## Conflict of Interest – School Board Members

210

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
  - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
  - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
  - 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
    - a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services

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North Branch Independent School District No. 138: Policy #210

Adopted: 2/14/16

Replaced: Policy 8250

Revised: 3/9/23

Effective: 2/14/16, 3/9/23

could be obtained elsewhere.

- b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

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**North Branch Independent School District No. 138: Policy #210**

**Adopted:** 2/14/16

**Replaced:** Policy 8250

**Revised:** 3/9/23

**Effective:** 2/14/16, 3/9/23

# SCHOOL BOARD

## Conflict of Interest – School Board Members

210

### IV. LIMITATIONS ON RELATED EMPLOYEES

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

### V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

### VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

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

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)  
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)  
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)  
Minn. Stat. § 471.89 (Contract, When Void)  
Op. Atty. Gen. 437-A-4, March 15, 1935  
Op. Atty. Gen. 90-C-5, July 30, 1940  
Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:** NB Policy 101 (Legal Status of the School Board)  
NB Policy 209 (School Board Code of Ethics)

APRIL 2024

DATE	DONATION FROM	DONATION TO	AMOUNT	USE
4/4/24	Robert & Kelly Doohen, kdoohen@hotmail.com	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/4/24	Plastic Products Co., Inc., 13116 Lake Blvd., Lindstrom, MN 55045	NBHS Athletics	\$1,000.00	FRC Program Donation
4/4/24	Stacy Lent Fire Dept. Relief Assn., PO Box 123, Stacy, MN 55079	NBHS Athletics	\$250.00	FRC Program Donation
4/4/24	John & Charles Riehle, 1521 Glenbeigh Ct., Woodbury, MN 55125	NBHS Athletics	\$100.00	FTC Program Donation
4/4/24	The Donaldson Foundation, PO Box 1299, Minneapolis, MN 55440	NBHS Athletics	\$1,000.00	FRC Program Donation
4/5/24	Kwik Trip, PO Box 2107, La Crosse, WI 54602	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/5/24	North Branch Chevrolet, 38420 Tanger Drive, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/5/24	Peterson's North Branch Mill, PO Box 218, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/11/24	Stacy Lions Club, PO Box 1, Stacy, MN 55079	NBHS Scholarship A/C	\$7,000.00	Scholarship Donation
4/11/24	Vikings Boys Basketball Assoc., PO Box 212, North Branch, MN 55056	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
4/12/24	Anderson & Koch Ford, PO Box 158, North Branch, MN 55056	Community Ed	\$200.00	Concerts in the Park Donation
4/12/24	Anderson Landscaping, 39155 Mica Ave, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$1,000.00	Boosterthon Fun Run Sponsor
4/12/24	Empire Insurance Group, Inc., 6063 Main St., Ste. A, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/12/24	NB Lions Club, PO Box 172, North Branch, MN 55056	Community Ed	\$500.00	Concerts in the Park Donation
4/12/24	North Branch DQ Grill & Chill, 38729 14th Ave, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/12/24	Perreault Chiropractic & Acupuncture, PO Box 782, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/18/24	Chisago County Pheasants Forever, P.O. Box 23, Stacy, MN 55079	NBHS Athletics	\$1,000.00	Clay Target Program Donation
4/18/24	Julie Cooley, 15336 Yancy St. NE, Ham Lake, MN 55304	NBHS Athletics	\$100.00	DECA Nationals Donation
4/18/24	Cresco Process Systems, 10501 Wayzata Blvd., Ste. 104, Minnetonka, MN 55305	NBHS Athletics	\$1,500.00	FRC Program Donation
4/18/24	H & L Machine, LLC, 27380 Lofton Avenue, Chisago City, MN 55013	NBHS Athletics	\$300.00	FRC Program Donation
4/18/24	Lakes Region EMS, Inc., 40245 Fletcher Ave., North Branch, MN 55056	NBHS Athletics	\$500.00	FRC Program Donation
4/18/24	Main Street Ace Hardware, PO Box 188, North Branch, MN 55056	NBHS Athletics	\$50.00	DECA Nationals Donation
4/18/24	NB Area Hockey Assoc., Inc., PO Box 541, North Branch, MN 55056	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
4/18/24	NBEA, dgryte@isd138.org	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
4/18/24	North Branch Dental, PO Box 220, North Branch, MN 55056	NBHS Athletics	\$100.00	DECA Nationals Donation
4/18/24	North Branch Fire Relief Assoc., PO Box 245, North Branch, MN 55056	NBHS Athletics	\$500.00	FRC Program Donation
4/18/24	Kim Theis, 4715 384th Street, North Branch, MN 55056	NBHS Athletics	\$200.00	DECA Nationals Donation
4/18/24	Connie & Richard Theis, 637 Liberty Way, Vadnais Heights, MN 55127	NBHS Athletics	\$100.00	DECA Nationals Donation
4/19/24	Grandstand Funeral Homes, PO Box 27, North Branch, MN 55056	NBHS	\$100.00	Career Day Donation
4/19/24	L J Level Construction, Inc., PO Box 196, Isanti, MN 55040	NBHS	\$100.00	Career Day Donation
4/19/24	Preferred Tool, LLC, PO Box 493, Hugo, MN 55038	NBHS	\$100.00	Career Day Donation
4/24/24	North Branch Area Chamber of Commerce, 6063 Main St., Ste. B, North Branch, MN 55056	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/24/24	Sons of the American Legion #85, PO Box 87, North Branch, MN 55056	NBHS Scholarship A/C	\$2,000.00	Scholarship Donation
4/25/24	Neighborhood National Bank, 5481 St. Croix Trail, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/25/24	The Hungry Farmer Meat Co., 5563 Athens Trail, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/29/24	Clear Creek Dental, LLC, 4607 Royal Drive, Eau Claire, WI 54701	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/29/24	East Central Energy, PO Box 39, Braham, MN 55006	NBHS Scholarship A/C	\$4,500.00	Scholarship Donation
4/29/24	Neighborhood National Bank, 5481 St. Croix Trail, North Branch, MN 55056	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/29/24	Revive Chiropractic, P.O. Box 94, North Branch, MN 55056-0094	NBHS Athletics	\$100.00	Track Program-Sports Physical Donation
			<b>\$30,300.00</b>	

# EMPLOYEES/PERSONNEL

## Harassment and Violence

413

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- 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 race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's 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.
- 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 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, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

### III. DEFINITIONS

- A. "Assault" is:

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North Branch Independent School District No. 138: Policy #413

**Adopted:** 2/12/98

**Replaced:** Policy #5141 Sexual, Religious, and Racial Harassment and Violence

**Last Reviewed:** 4/8/21, 12/8/22

**Revised:** 6/12/02, 2/11/16, 11/10/16, 11/8/18

**Effective:** 2/12/98, 6/12/02, 2/11/16, 11/10/16, 11/8/18

## EMPLOYEES/PERSONNEL

### Harassment and Violence

413

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

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#### North Branch Independent School District No. 138: Policy #413

**Adopted:** 2/12/98

**Replaced:** Policy #5141 Sexual, Religious, and Racial Harassment and Violence

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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 on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
  5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
  7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
    - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
    - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
    - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

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North Branch Independent School District No. 138: Policy #413

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2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

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

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H. Violence; Definition

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

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which 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

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**North Branch Independent School District No. 138: Policy #413**

**Adopted:** 2/12/98

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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 Director of Finance and Human Resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>
- 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.

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

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- 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.

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#### North Branch Independent School District No. 138: Policy #413

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- 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 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.

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**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, 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 Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

**X. DISSEMINATION OF POLICY AND TRAINING**

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

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)

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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 (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:**

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

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## **EMPLOYEES/PERSONNEL**

### **Mandated Reporting of Child Neglect or Physical or Sexual Abuse 414**

#### **I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

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

- A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

#### **III. DEFINITIONS**

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

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**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138: Policy #414**

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1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted

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#### NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138: Policy #414

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in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

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#### NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138: Policy #414

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### Mandated Reporting of Child Neglect or Physical or Sexual Abuse 414

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

#### IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and

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NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138: Policy #414

**Adopted:** 5/5/03

**Replaces:** Policy 5141.4 Maltreatment of Minors

**Last Reviewed:** 4/8/21, 12/9/21

**Revised:** 5/13/04, 11/10/16, 8/10/17, 1/9/20, 8/11/22, 2/9/23

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### Mandated Reporting of Child Neglect or Physical or Sexual Abuse 414

extent of the maltreatment, and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

#### V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials

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NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138: Policy #414

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## **EMPLOYEES/PERSONNEL**

### **Mandated Reporting of Child Neglect or Physical or Sexual Abuse 414**

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.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials 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 property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

#### **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials 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 the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

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**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138: Policy #414**

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- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

#### VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

#### VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** NB Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

## EMPLOYEES/PERSONNEL

### Mandated Reporting of Maltreatment of Vulnerable Adults

415

#### I. PURPOSE

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

#### II. GENERAL STATEMENT OF POLICY

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

#### III. DEFINITIONS

- A. "Abuse" means:
  - 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
  - 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.
  - 3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person

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### Mandated Reporting of Maltreatment of Vulnerable Adults

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or a person providing services in the facility and a resident, patient, or client of that facility.

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

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

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Mandated reporter" means a professional or professional's delegate while engaged in education.
- G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
- I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain

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### Mandated Reporting of Maltreatment of Vulnerable Adults

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the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.

- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

#### IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a

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### Mandated Reporting of Maltreatment of Vulnerable Adults

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misdemeanor.

- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

#### V. INVESTIGATION

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

#### VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy should appear in school personnel handbooks as appropriate.
- B. The school district will develop a method of discussing this policy with employees as appropriate.
- C. This policy should be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. § 13.02 (Government Data Practices; Definitions)  
Minn. Stat. Ch. 245A (Human Services Licensing)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)  
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** NB Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
NB Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)

## **EMPLOYEES/PERSONNEL**

### **Mandated Reporting of Maltreatment of Vulnerable Adults**

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NB Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
NB Policy 406 (Public and Private Personnel Data)  
NB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
NB Policy 515 (Protection and Privacy of Pupil Records)

# STUDENTS

## TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

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### I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:
- Todd Tetzlaff, Director of Finance and Human Resources, 651-674-1009, 38705 Grand Ave,  
North Branch, MN 55056, ttetzlaf@isd138.org
- Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.
- E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

### II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual

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#### North Branch Independent School District No. 138: Policy #522

**Adopted:** 4/11/02

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## STUDENTS

### TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

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knowledge is the respondent.

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

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## STUDENTS

### TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

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

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

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North Branch Independent School District No. 138: Policy #522

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## STUDENTS

### TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

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1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

### III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

#### A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

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#### North Branch Independent School District No. 138: Policy #522

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Replaces: NB Policy 5145 Nondiscrimination on the Basis of Sex in Education Programs and Activities

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2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
  3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.
- B. Objective and Unbiased Evaluation of Complaints
1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
  2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.
- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- D. Confidentiality
- The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, FERPA regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).
- E. Right to an Advisor; Right to a Support Person
- Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in

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lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

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

F. Notice

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

G. Consolidation

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

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e.

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whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

#### J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

#### K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary

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sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

#### IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

#### V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the

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supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

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

#### VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

- A. Emergency Removal of a Student
  - 1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
    - a. The school district undertakes an individualized safety and risk analysis;

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

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

#### VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal

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resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

#### VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
  - 2. The respondent is no longer enrolled or employed by the school district; or
  - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

#### IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

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- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

#### X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

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1. Identification of the allegations potentially constituting sexual harassment;
  2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  3. Findings of fact supporting the determination;
  4. Conclusions regarding the application of the school district's code of conduct to the facts;
  5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
  6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

#### XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

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2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

#### XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false

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statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

#### XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
1. The Title IX definition of sexual harassment;
  2. The scope of the school district's education program or activity;
  3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

#### XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

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- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
  3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
  4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

#### XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:

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1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

#### **Legal References:**

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

#### **Cross References:**

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

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**Replaces:** NB Policy 5145 Nondiscrimination on the Basis of Sex in Education Programs and Activities

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**Revised:** 5/13/04, 5/11/17, 2/11/21, 1/12/23

**Effective:** 4/11/02, 5/13/04, 5/11/17, 2/11/21, 1/12/23

## **2024 - 25 Activities Workers Rates of Pay**

### Site Manager

\$75.00 / event

\$100.00 / doubleheader - events where 2 or more sports are combined

\$125.00 / Football

### Middle School Site Manager

\$40.00 / event

### Ticket Seller / Taker

\$45.00 / JV and Varsity

\$60.00 / Invitational or Tournament

### Scorebook

\$55.00 / JV and Varsity

\$35.00 / Invitational match

### Scoreboard/Clock

\$55.00 / JV and Varsity

### Crowd Control

\$40.00 / Varsity event

### Announcer

\$50.00 / Varsity event

### Volleyball Libero Tracker / Line Judge

\$55.00 / JV and Varsity

### Football Chain Gang

\$45 / Varsity Only

### Basketball Shot Clock

\$55.00 / JV and Varsity

### Officials Rates

9th / B Squad / JV / Varsity - Rates Vary / Determined by Officials' Associations

Middle School - rates to follow lowest level of HS play as determined by Officials'

### Association

Track Starter / Clerk - according to current going rate

Speech Judge - \$100 / meet, current going rate

### Section Game Rates

Workers are paid the same regular season rate  
Site manager pay according to Region 7AA Appendix K (manager stipends)  
\*All workers' and officials' pay are reimbursed by the Region

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

MSBA/MASA Model Policy 102

Orig. 1995

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

Rev. 2023

## 102 EQUAL EDUCATIONAL OPPORTUNITY

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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

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

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

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

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

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

MSBA/MASA Model Policy 410  
Orig. 1995  
Rev. 2022  
Rev. 2023

## **410 FAMILY AND MEDICAL LEAVE POLICY**

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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

A. "Covered active duty" means:

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

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be

used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
  - 1. a military medical treatment facility as an outpatient; or
  - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
  - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  - 2. to attend military events and related activities of a covered military member;
  - 3. to address issues related to childcare and school activities of a covered military member's child;
  - 4. to address financial and legal arrangements for a covered military member;
  - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  - 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  - 7. to attend post-deployment activities related to a covered military member;
  - 8. to address care needs of a covered military member's parent who is incapable of self-care; and
  - 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

#### IV. LEAVE ENTITLEMENT

##### A. Twelve-week Leave under Federal Law

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

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

***policy, it must give employees notice of at least 60 days before implementing this change.]***

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

does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued

paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

**B. Twelve-week Leave under State Law**

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

**C. Twenty-six-week Servicemember Family Military Leave**

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the

employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

#### **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

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

**VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

**VII. DISSEMINATION OF POLICY**

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

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

**Cross References:** ~~MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)~~None

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

MSBA/MASA Model Policy 616

Orig. 1997

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

Rev. 2023

## 616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- ~~B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.~~
- BC. "World's best workforce" means striving to: meet school readiness goals; ~~have all third grade students achieve grade level literacy~~; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

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

- A. School District Goals
1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
  2. The District NBAPS Strategic(NB)Advisory Committee (Worlds Best Workforce Committe)NB created under Policy 603 (Curriculum Development) is established

by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the DistrictNBAPS Strategic(NB) Advisory Committee (WBWF Committee NB) process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

***[Insert Local Cycle in this space]***

- C. Implementation of Graduation Requirements

1. The DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement growth that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

- D. Comprehensive Continuous Improvement of Student Achievement

1. By [Dec 1] of each year, the DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB), working in cooperation with other committees of the school district [~~such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.~~](NB), will provide active community participation in:
  - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
  - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
  - d. Advising the school board about development of the annual budget.
  
3. The ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall meet the following criteria:
  - a. The ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
  - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
  - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) in the instruction and curriculum review process. ~~This plan~~ Building site goals (NB) shall annually be approved by the school board.
  
- ~~4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:~~
  - ~~a. The Director of Curriculum (or similar educational leader)~~
  - ~~b. Principal~~
  - ~~c. School Board Member~~
  - ~~d. Student Representative~~
  - ~~e. One teacher from each building or instructional level~~

- f. ~~Two parents from each building or instructional level~~
- g. ~~Two residents without school aged children, non representative of local business or industry~~
- h. ~~Two residents representative of local business or industry~~
- i. ~~District Assessment Coordinator (if different from "a." above)~~

~~**[Note: This Advisory Committee composition is a model only.]**~~

- 5. Translation services should be provided to the extent appropriate and practicable.
- 6. The ~~District~~**NBAPS Strategic (NB)** Advisory Committee (~~WBWF Committee NB~~) shall ~~meet the following timeline each year~~ meet at least three times a year (NB):

~~Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.~~

~~Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.~~

~~Month(s): Review evaluation results and prepare recommendations.~~

~~Month: Present recommendations to the school board for its input and approval. (NB)~~

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

F. Reporting

- 1. Consistent with Minnesota Statutes, section 120B.36, ~~subdivision~~**Subd. 1**, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the

Commissioner.

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

**Legal References:**

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

**Cross References:**

MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 619 (Staff Development for Standards)  
MSBA/MASA Model Policy 620 (Credit for Learning)



## **North Branch Area Education Center**

38705 Grand Avenue, North Branch, MN 55056

651.674.1025

### **North Branch Area Education Center Fundraising Summary (November 1, 2023 - April 30, 2024)**

- We have conducted no fundraising activities during this time period.

**SUNRISE RIVER ELEMENTARY SCHOOL**

Taylor Swanson, Principal

37775 Grand Ave., North Branch, MN 55056

Phone / 651-674-1100 Fax / 651-674-1110

[www.isd138.org](http://www.isd138.org)



**NORTH BRANCH  
AREA PUBLIC SCHOOLS**

**Inspire Dreams, Build Integrity, Instill Hope**

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April 15, 2024

North Branch Area Public Schools  
Sunrise River Elementary School  
Grades 1-5  
Fundraiser Report for the dates:  
November 1, 2023 – April 30, 2024

Fundraising: \$0.00

Taylor Swanson  
Principal, Sunrise River Elementary School  
[tswanson@isd138.org](mailto:tswanson@isd138.org)  
651-674-1105

**2023-2024 North Branch Area Middle School Fundraising Summary (November 1, 2023 - April 30, 2024)**

**6th Grade:**

Christmas Wreath Sales - Profit \$10,386.05

**7th Grade:**

7th grade students did not participate in a fundraiser activity during this time period.

**8th Grade:**

8th grade students did not participate in a fundraiser activity during this time period.

Group	Fundraiser	Season	Projected Profit	Deposits	Expenses	Profit
Gymnastics	Apparel Sales	Fall	\$100.00	\$76.00	\$0.00	\$76.00
			\$100.00	\$76.00	\$0.00	\$76.00
Choir	Wreath Sales	Fall	\$1,000.00	\$8,234.00	\$7,326.58	\$907.42
				\$200.00		\$200.00
			\$1,000.00	\$8,434.00	\$7,326.58	\$1,107.42
FTC Robotics	Community Ed	Fall	\$800.00	\$800.00	\$0.00	\$800.00
			\$800.00	\$800.00	\$0.00	\$800.00
Knowledge Bowl	Concessions Sale	Winter	\$200.00	\$438.10	\$377.22	\$60.88
			\$400.00	\$1,024.00	\$1,022.89	\$1.11
			\$600.00	\$1,462.10	\$1,400.11	\$61.99
FFA	Fruit Sales	Winter	\$1,000.00	\$1,063.00	\$357.00	\$706.00
			\$1,000.00	\$1,063.00	\$357.00	\$706.00
Dance	Butter Braids	Winter	\$200.00	\$150.00		\$150.00
			\$200.00	\$150.00	\$0.00	\$150.00
Wrestling	Cub Foods Bag	Winter	\$1,500.00	\$2,109.00	0	\$2,109.00
			\$1,500.00	\$2,109.00	0	\$2,109.00
Girls Basketball	Vertical Raise	Winter	\$5,000.00	\$8,308.08	\$0.00	\$8,308.08
			\$5,000.00	\$8,308.08	\$0.00	\$8,308.08
Baseball	Card Sales	Spring	\$4,000.00	\$6,200.00		\$6,200.00
				\$40.00		\$40.00
			\$4,000.00	\$6,240.00		\$6,240.00

<b>November 2023 - April 2024 Fundrai</b>	<b>\$14,200.00</b>	<b>\$28,642.18</b>	<b>\$9,083.69</b>	<b>\$19,558.49</b>
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