DETROIT LAKES PUBLIC SCHOOLS

AGENDA
REGULAR SCHOOL BOARD MEETING
Monday, May 19, 2025 - 5:30 PM
City Council Chambers, 1025 Roosevelt Avenue, Detroit Lakes, MN 56501

The mission of the Detroit Lakes Public schools is to fill our sails with Laker PRIDE.

District Office ~ 702 Lake Avenue, Detroit Lakes, MN 56501 ~ 218.847.9271 ~ Website: www.dlschools.net
Superintendent: Mark Jenson Director of Finance & Operations: Jason Kuehn Education Director: Renee Kerzman

BOARD MEMBERS:

Julie Smith-Yliniemi, Clerk
25961 Brolin Beach Rd
Detroit Lakes, MN 56501
218.204.0420

Michael Walther
28030 County Hwy 34
Callaway, MN 56521
218.841.3709

Michelle Okeson, Treasurer
24842 County Rd 113
Detroit Lakes, MN 56501
218.841.6065

Mary Rotter,Vice Chair
23625 Pebble Beach LN
Detroit Lakes, MN 56501
651.335.0396

John Steffl, Chair
22370 Steffl Road
Callaway, MN 56521
218.850.5060

Sanford Nelson
28633 North Buffalo Lake Rd
Callaway, MN 56521
218.847.8360

Student Representative: Marian Martin 26martimari@detlakes.k12.mn.us, Hayden Wilson 27wilsohayd@detlakes.k12.mn.us

I. **CALL TO ORDER**
Presenter: Steffl, Board Chair
A. Laker Pride

II. **ROLL CALL**
Presenter: Steffl, Board Chair

III. **PLEDGE OF ALLEGIANCE**
Presenter: Steffl, Board Chair

IV. **APPROVAL OF AGENDA**
Presenter: Steffl, Board Chair
A. Agenda Approval
Approval of the Agenda for the May 19, 2025 Regular School Board Meeting as presented.

V. **RECOGNITIONS**
Presenter: Steffl, Board Chair

VI. **COMMENTS AND REQUESTS FROM VISITORS**
Presenter: Steffl, Board Chair
A fifteen-minute time limit will be allowed for audience comment. Those requesting audiences will inform either the Board Chairman or the Superintendent prior to the meeting that you wish to address the Board.

VII. **DONATIONS**
A. 27 Handmade Quilts from First English Lutheran Church for the American Indian Student Council.
B. 100 Sweatshirts from Lakeshirts for the American Indian Student Council.
C. $150 from Izaak Walton for 7th grade science bussing to the trout release.
D. $552 from Eric Schuld and Microsoft Benevity for the Laker E-Sports Program.

VIII. **PROGRAM PRESENTATIONS**
Presenter:
A. Rossman

Presenter: Emily Sternberg

B. PaY Committee

IX. **CONSENT ITEMS**

Presenter: Steffl, Board Chair

Action is requested on the following items of the consent agenda. Consent agenda items are typically adopted without discussion of the individual items because they are routine or ordinary in action. Any consent agenda item may be removed for further discussion and deliberation by any member of the board.

A. Approve the Minutes of the April 28, 2025 Regular School Board Meeting.

B. Approve District Bills

C. Approve District Hand Payable Bills

D. Approve Personnel Agenda Items

E. **Approve Second Reading of Policies:**

1. 402-Disability Nondiscrimination
2. 403- Discipline, Suspension, Dismissal of School District Employees
3. 404-Employment Background Checks
4. 405-Veteran's Preference
5. 406-Public and Private Personnel Data
6. 407-Employee Right-to-Know - Exposure to Hazardous Substances
7. 408-Subpoena of a School District Employee
8. 409-Employee Publications, Instructional Materials, Interventions and Creations
9. 902-Rental Policy - Buildings and Facilities

F. Approve the Renewal of Student Accident Insurance Program for the 2025-2026 School Year

G. Approve the Canine Detection Services Contract for the 2025-2026 School Year.

H. Approve the Print Management Services Agreement from August 1, 2025, through July 31, 2030.

I. Approve the Purchase of Service Agreement for School Readiness Mental Health Therapy Services between Detroit Lakes Public Schools and Stellher Human Services from July 1, 2025, through June 30, 2026.

J. Approve the Purchase of Service Agreement for K-12 Mental Health Therapy Services between Detroit Lakes Public Schools and Stellher Human Services from July 1, 2025, through June 30, 2026.

K. Approve the Schedule C Committee Recommendations.

X. **DISCUSSION ITEMS**

Discussion items receive individual attention because of the nature of the issues and need for introductory or other discussion in order to review the information prior to taking action. This is also the agenda location for items which simply need school board review, but no formal action on the items is required. Discussion items will typically return to the agenda at a future point for more specific action.

A. **First Reading of Policies:**

Presenter: Steffl, Board Chair

1. 410-Family Medical Leave Policy
2. 412-Expense Reimbursement
3. 413-Harassment and Violence
4. 414-Mandated Reporting of Child Neglect or Physical or Sexual Abuse
5. 415-Mandated Reporting of Maltreatment of Vulnerable Adults
6. 416-Drug and Alcohol Testing
7. 417-Chemical Use/Abuse
8. 418-Drug-Free Workplace/Drug-Free School
9. 419-Tobacco-Free Environment

XI. **ACTION ITEMS**

Action items receive individual attention because of the nature of the issues, the need to discuss or review the information prior to taking action, or the specific kind of action required for the item.

A. Motion to Approve policy 401- Equal Employment Opportunity.

B. Motion to Approve the DLESP Memorandum of Understanding for Insurance Contribution.

XII. **ADMINISTRATIVE AND BOARD REPORTS**

A. **Superintendent Report**
Presenter: Mark Jenson, Superintendent

1. District Updates

B. **Board Committee and Representative Reports**

1. Student Report
Presenter: Wimmer/Martin, Student Board Representative
2. Finance Committee
Presenter: Okeson, Board Treasurer
3. Sports Arena Commission
Presenter: Steffl, Board Chair
4. AIPAC
presenter: Rotter, Vice Chair

XIII. **UPCOMING EVENTS AND ACTIVITIES**
Presenter: Steffl, Board Chair

A. Project SEARCH Graduation- 05/20/25 2:30PM Essentia Health EMS Building.
B. ALC Graduation- 05/22/25 5:30PM MState C101
C. DLHS Graduation Ceremony- 05/23/25 2:00PM Lakeshirts Fieldhouse.
D. Finance Committee - 6/17/2025 (11:30 AM - District Office)
E. Regular School Board Meeting- 06/23/25 7:00AM City Council Chambers.
F. BCCI- 07/30/25 8:30AM Virtual

XIV. **MEETING ADJOURNED**

Laker PRIDE

	**Purpose** our intention, what drives us	Deliver educational excellence.
	**Relationships** the ways we connect and behave toward each other	Care and communicate positively and respectfully within and across our schools and community. • District ←→ parents and community members • District ←→ building • Building ←→ teacher • Building ←→ parents • Teacher ←→ parent • Teacher ←→ students
	**Innovation** the creation, development and implementation of a new idea or concept to enhance educational opportunities	Embrace creativity and critical thinking. • Renew and bring up to date all systems and practices • Utilize growth mindset to hone existing intentions/objectives and explore new ideas • Support diverse ways of thinking and doing • Embed equity continually in every facet of our work
	**Development** a process that creates growth, progress, positive change or the addition of physical, economic, environmental, social and demographic components	Foster the academic, social, emotional, and cultural needs of all learners. • Implement and sustain PBIS at all levels • Hone our support for social/emotional health • Further learning and implementation of equitable feedback, assessment, grading and reporting • Provide professional development that supports PRIDE
	**Equity** the quality of being fair (not equal) and impartial	Ensure that our values, policies, and practices are equitable for our students, staff, and community. • Clarify and support understanding of equity vs. equality for all • Actively promote equity (institutional, personal, and instructional) • Remove systemic barriers • Accommodate different learning styles • Give students a voice

I pledge allegiance to the flag
of the United States of America,
and to the Republic
for which it stands,
one Nation under God,
indivisible,
with Liberty and Justice
for all.



Unified Phy Ed

Rossman Elementary



What is Unified PE?

- PE program supported by Special Olympics
- Fosters inclusive environment that promotes fitness, leadership, and social interaction.
- Improves physical fitness
- Builds meaningful relationships with peers they may not typically interact with throughout the school day.
- Cultivates lifelong skills in communication, teamwork, and social connection



Purpose

- A fun, safe and inclusive class where students of all abilities come together to learn and grow.
- Improving fitness, building leadership skills, making new connections with classmates
- Opportunity for all students involved to learn, lead, and have fun together!

Our first Unified class started in the spring of 2021 with the support of our Administration, Special Education staff, Fifth grade teaching team, Specialists (PE. Music) and the awesome Paraeducators at Rossman.



What it Looks Like at Rossman

- Unified presented to all 5th graders
- Application process
- The program has averaged about 30 Fifth graders along with the students from the Adapted program
- Typical day in Unified
- This program would not be possible without the support of the 5th-grade teachers, Specialists, SPED teachers, and Paraeducators. A HUGE thank you to each of them for their part in making Unified a success.



Unified Field Trip

Final day of our Unified program - one to remember!

Organized activities and talent show performance

This year: Field trip to the high school!







Student Impact

Reflections from our 5th-grade students after participating in the Unified program:

The kids face had lit up when we came in. They say hi to you in the hallways. And we had fun.

They are always excited! After when I see them in the hallway the wave! You can easily start a conversation!

Watching them have fun,talking to other people and working with people I didn't know and having fun with them

It was fun seeing them smiling.also playing with them and just being with them

Seeing smiles all over the room playing game and seeing everyone so happy

The kids were happy to see us. You got a new kid every day. They all had different personalities.



OFFICIAL PROCEEDINGS
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22
BECKER AND OTTERTAIL COUNTIES, DETROIT LAKES, MINNESOTA 56501

Regular School Board Meeting
Monday, April 28, 2025, 5:30 PM
City Hall ~ 1025 Roosevelt Ave, Detroit Lakes, MN, 56501

Present: John Steffl, Michelle Okeson, Michael Walther, Julie Smith-Yliniemi, Mary Rotter, Sanford Nelson

Absent:None

The meeting was called to order at 5:30 PM by Board Chair Steffl.

The Pledge of Allegiance was recited.

A motion was made by Okeson seconded by Smith-Yliniemi, to approve the agenda. Motion carried unanimously.

Donations were made by the following:

$95 from the Bell Bank Custom Card Program to Detroit Lakes Public Schools.
$100 worth of gas cards from the Wahls Family for the Laker Cupboard.
$250 from Gene Gaffney to DLHS Band.
$500 worth of Legos from Glenice Mehrwerth to Lincoln Education Center.
$500 from Bakke Lutheran Church to the Laker Cupboard.

Program presentation was given by Renee Kerzman.

A motion was made by Nelson, seconded by Rotter, to approve the following consent agenda items. Motion carried unanimously.

A. Approve the Minutes of the March 24, 2025 Regular School Board Meeting. .
B. Approve K-12 Computer Checks #709544-709648, and #709682-709766 for a total of $417,245.52. Approve Hand Payable Checks #709260-709273, #709342-709401, #709488-709709528, Voided Checks #709262, #709266, #709390, Wire Transfers #13018-13020, #13103-13108, #13133, #13145-13151, #13162-13173, #13275-13277, #13287-13314, #13333-13337, #13350, and #13353-13372 in the amount of $2,351,721.63. Approve Net Payroll Transfers on 3/15/2025 and 3/30/2025 in the amount of $1,496,074.81 for a total of $4,265,041.96.
C. Approve Personnel Agenda Items
D. Approve Second Reading of Policies:
    a. 301- School District Administration
    b. 302- Superintendent
    c. 303- Superintendent Selection
    d. 304- Superintendent Contract, Duties, and Evaluation.
    e. 305- Policy Implementation
    f. 306- Administrator Code of Ethics
    g. 307- Administrator/Self-Performance Appraisal Policy
E. Approve the Adult Education agreements between Detroit Lakes Public Schools and Ada-Borup West, Frazee-Vergas, Lake Park-Audubon, New York Mills, Norman County East, Pelican Rapids, Perham, Rothsay, and Ulen-Hitterdal School Districts for the 2025-2026 school year.

Discussion was had on the following:

1. First Reading of Policies:
    a. 401-Equal Employment Opportunity

b. 402-Disability Nondiscrimination
c. 403- Discipline, Suspension, Dismissal of School District Employees
d. 404-Employment Background Checks
e. 405-Veteran's Preference
f. 406-Public and Private Personnel Data
g. 407-Employee Right-to-Know - Exposure to Hazardous Substances
h. 408-Subpoena of a School District Employee
i. 409-Employee Publications, Instructional Materials, Interventions and Creations
j. 902-Rental Policy - Buildings and Facilities

A motion was made by Walther, seconded by RSmith-Yliniemi to Approve the selection of Health Partners for the 2025-2027 Health Insurance Coverage.Out-of-State Travel Request for Rachelle Isaacson. Approve the Open Enrollment - The School Board grants permission to administration at its discretion to determine when to close open enrollment to a grade level as enrollment necessitates. Motion carried unanimously.

Superintendent Jenson reported on happenings in the School District.

Student representatives gave a report on the happenings around the district.

Board Treasurer Okeson gave an update on the SUP Coalition and the Finance Committee.

Board Vice Chair gave an update on the BCCI and ECFE Advisory committee

Board Director Nelson gave an update on the District Advisory Committee.

Board Clerk Smith-Yliniemi gave an update on the Activities Committee.

Board Chair Steffl Gave and update on the Facilities and Washington BallPark Committees and announced the upcoming events.

A motion by Rotter, to adjourn the meeting at 6:28 PM, seconded by Smith-Yliniemi. Motion carried unanimously.

Respectfully submitted,

Julie Smith-Yliniemi, Clerk

PERSONNEL AGENDA

April 28, 2025

1) **Resignations:**
Amber Colby– Rossman Special Education Teacher, effective May 23, 2025.
Mary Edwards– High School Health Assistant, effective May 22, 2025.
Deb Haverkamp– Roosevelt Paraprofessional, effective May 22, 2025.
Jason Hendrickson– Middle School Girls Golf Coach, effective November 21, 2024.
Branson Lachowitzer– Production Assistant, effective May 2, 2025.
Luis Moreno– Girls Head Soccer Coach, effective April 17, 2025.
Josh Omang– High School Principal, effective June 30, 2025.
Josi Oppegard– Rossman Paraprofessional, effective April 9, 2025.
Amy Zamzo– Middle School Tennis Coach, effective March 25, 2025.

Darin Zimmerman– Middle School Behavioral Interventionist, Middle School Boys Basketball Coach, and Middle School Track Coach, effective May 23, 2025.

2) **Retirements:**

3) **Appointments:**

Emily Bendickson– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Macy Bird– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Mark Champa– District Transportation Coordinator, at the rate of $75,000 per year, working 40 hours per week, effective May 1, 2025.
Jaxson Cornwell– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Summer Dobratz–Rossman ADSIS Academic Interventionist, at the rate of 0.8 of BA Step 5 or a contract amount of $38,928.00, working 141.5 contract days, effective August 25, 2025.
Wyatt Erickson– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Reilly Fawcett– High School Physical Education/Health/DAPE Teacher, at the rate of MA Step 6 or a contract amount of $58,008, effective August 18, 2025. *Pending completion of MA Program Spring 2025.
Anna Hacker– Middle School Boys Tennis Coach, at the rate of 4.5% of Step 1 or a contract amount of $2,026.04 per season, effective March 31, 2025.
Heather Hacker– Rossman ASD Teacher, at the rate of BA Step 7 or a contract amount of $51,658, effective August 18, 2025.
Madison Hagen– Assistant Varsity and Middle School Speech Coach, at the rate of $3,151.61 per season, effective March 28, 2025.
Mary Haus– Middle School/Roosevelt Groundskeeper, at the rate of $19.90 per hour, working part time .25 FTE, effective June 2, 2025 through August 29, 2025
Terry Haus–Middle School/Roosevelt Groundskeeper, at the rate of $19.90 per hour, working part time .25 FTE, effective June 2, 2025 through August 29, 2025
Autumn Hiemenz– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Deb Haverkamp– Roosevelt Academic Interventionist, at the rate of 0.8 MA+10 Step 5 or a contract amount of $46,406.40, working 141.5 contract days, effective August 25, 2025.
Brenna Johnson– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working up to 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Mylinda Johnson– Rossman Laker Kids Supervisor, at the rate of $22.50 per hour, working up to 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Kaitlin Kellerhuis– High School Special Education Long Term Substitute, rate of pay is as per sub contract, effective April 7, 2025 through May 12, 2025.
Clare Nemec– Roosevelt Academic Interventionist, at the rate of 0.8 BA Step 2 or a contract amount of $36,658.40, working 141.5 contract days, effective August 25, 2025.
Josie Retz– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025 through August 22, 2025.
Heidi Swenson– Roosevelt Academic Interventionist, at the rate of 0.8 of BA+30 Step 1 or a contract amount of $39,996.80, working 141.5 contract days, effective August 18, 2025.
Rhett Zima– Rossman Laker Kids Supervisor, at the rate of $22.50 per hour, working up to 29.75 hours per week, effective May 27, 2025 through August 22, 2025.

4) **Amended Assignment**:

Nicole Clemens– Roosevelt Special Education Teacher is amending her assignment from Roosevelt to the Middle School, effective for the 25-26 school year.
Sherri Johnson– Roosevelt Academic Interventionist is amending her assignment to Special Education Teacher, effective for the 25-26 school year.
Alicia Sabers– Roosevelt Special Education Teacher is amending her assignment to Special Education Assessment Teacher (SEAT), effective for the 25-26 school year.

5) **Leave of Absence**:

Rachel Guler– Roosevelt Kindergarten Teacher is requesting a leave of absence from

August 25, 2025 through October 3, 2025.
Krista Gumphrey– Lincoln Education Center Custodian is requesting a leave of absence from April 24, 2025 through May 23, 2025.
Kelli Hanninen– Rossman Fifth Grade Teacher is requesting a leave of absence from April 15, 2025 through May 23, 2025.
Charles Moore– High School Special Education Teacher is requesting a leave of absence from April 7, 2025 through May 11, 2025.

6) **Terminations:**
Jordan Sawicki– E-Laker Online Instructor, effective May 23, 2025.

SMART Finance

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 05/12/2025-5/12/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	MW	13750	709833	Check	1	1016	REMIT	ACME TOOLS	Yes	No	No	05/12/2025	597.97
		13749	709834	Check	1	1005		ADVANCED BUSINESS METHODS	Yes	No	No	05/12/2025	787.24
		13751	709835	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	05/12/2025	70.00
		13752	709836	Check	1	1072		ASL INTERPRETING SERVICES, INC	Yes	No	No	05/12/2025	499.00
		13753	709837	Check	1	1121		BLUE 84 SPIRIT	Yes	No	No	05/12/2025	3,486.00
		13754	709838	Check	1	1143		BRENCO CORP.	Yes	No	No	05/12/2025	145.98
		13808	709839	Check	1	3422		BROADWAY LICENSING GROUP	Yes	No	No	05/12/2025	732.00
		13756	709840	Check	1	1192		CENTRAL MARKET	Yes	No	No	05/12/2025	527.73
		13809	709841	Check	1	3441		COLUMN SOFTWARE PBC	Yes	No	No	05/12/2025	138.12
		13757	709842	Check	1	1238		D & D APPLIANCE	Yes	No	No	05/12/2025	1,493.00
		13758	709843	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	05/12/2025	1,152.17
		13759	709844	Check	1	1261		DEMCO INC.	Yes	No	No	05/12/2025	266.08
		13810	709845	Check	1	3480		DETROIT LAKES SOCCER ASSOCIATIC	Yes	No	No	05/12/2025	2,430.41
		13760	709846	Check	1	1300		DRIVEWAY SERVICE	Yes	No	No	05/12/2025	4,698.75
		13762	709847	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	05/12/2025	5,652.65
		13763	709848	Check	1	1309		EASTON, BRITTANY	Yes	No	No	05/12/2025	146.03
		13818	709849	Check	1	3745		EMMA DISSE PHOTOGRAPHY	Yes	No	No	05/12/2025	575.00
		13761	709850	Check	1	1302		E-RATE COMPLETE, LLC	Yes	No	No	05/12/2025	2,000.00
		13764	709851	Check	1	1336	P.T.	ESSENTIA HEALTH	Yes	No	No	05/12/2025	1,977.50
		13765	709852	Check	1	1426		GRAINGER, INC.	Yes	No	No	05/12/2025	442.36
		13766	709853	Check	1	1432		GREEN'S PLUMBING & MODERN HEATI	Yes	No	No	05/12/2025	25,666.97
		13806	709854	Check	1	3040		GROTH, BARB	Yes	No	No	05/12/2025	126.64
		13767	709855	Check	1	1481		HERZOG ROOFING, INC.	Yes	No	No	05/12/2025	700.00
		13768	709856	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	05/12/2025	3,278.47
		13815	709857	Check	1	3736		HMH EDUCATION COMPANY	Yes	No	No	05/12/2025	64,500.00
		13769	709858	Check	1	1521		HUMANE SOCIETY OF THE LAKES	Yes	No	No	05/12/2025	300.00
		13770	709859	Check	1	1532		IDENTISYS, INC.	Yes	No	No	05/12/2025	568.50
		13807	709860	Check	1	3398		INNOVATIVE GYM SOLUTIONS, LLC	Yes	No	No	05/12/2025	3,721.00
		13771	709861	Check	1	1584		JEROME, SHANNON	Yes	No	No	05/12/2025	250.00
		13772	709862	Check	1	1602		JOHNSON'S LOCK & KEY	Yes	No	No	05/12/2025	508.50
		13773	709863	Check	1	1638	REMIT	L&M FLEET SUPPLY, INC.	Yes	No	No	05/12/2025	11.69
		13774	709864	Check	1	1648		LAKER LOCKER	Yes	No	No	05/12/2025	2,873.00
		13775	709865	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	05/12/2025	920.00
		13776	709866	Check	1	1695		MACKIN EDUCATION RESOURCES	Yes	No	No	05/12/2025	2,147.37
		13755	709867	Check	1	1168	MACS	MAC'S HARDWARE	Yes	No	No	05/12/2025	24.98
		13777	709868	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	05/12/2025	471.46
		13804	709869	Check	1	2598		MATT'S MOBILE DIESEL SERVICE	Yes	No	No	05/12/2025	4,388.66
		13778	709870	Check	1	1726	REMIT	MCGRAW-HILL LLC	Yes	No	No	05/12/2025	6,251.97
		13779	709871	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	05/12/2025	814.25

SMART Finance

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 05/12/2025-5/12/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	MW	13780	709872	Check	1	1739	REMIT	METROPOLITAN MECHANICAL CONTR	Yes	No	No	05/12/2025	4,695.95
		13781	709873	Check	1	1743		MID CENTRAL DOOR COMPANY	Yes	No	No	05/12/2025	126.36
		13782	709874	Check	1	1746		MIDWEST MACHINERY CO	Yes	No	No	05/12/2025	1,465.53
		13783	709875	Check	1	1750		MILESTONES & MEMORIES, LLC	Yes	No	No	05/12/2025	154.00
		13784	709876	Check	1	1761		MINNESOTA SCHOOL BOARDS ASSO(	Yes	No	No	05/12/2025	210.00
		13805	709877	Check	1	2822		MISSION MECHANICAL	Yes	No	No	05/12/2025	225.00
		13785	709878	Check	1	1778		MN COMMUNITY EDUCATION ASSOC.	Yes	No	No	05/12/2025	118.00
		13786	709879	Check	1	1817		MUFF, ERIN	Yes	No	No	05/12/2025	362.91
		13812	709880	Check	1	3667		NELSON, SANFORD	Yes	No	No	05/12/2025	98.70
		13787	709881	Check	1	1866		NORSEMAN MOTORS, INC.	Yes	No	No	05/12/2025	254.29
		13788	709882	Check	1	1874		NORTHWEST CABINETS, INC.	Yes	No	No	05/12/2025	527.50
		13789	709883	Check	1	1901		OTIS ELEVATOR COMPANY	Yes	No	No	05/12/2025	375.00
		13790	709884	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	05/12/2025	766.50
		13791	709885	Check	1	1920		PEPSI	Yes	No	No	05/12/2025	2,441.92
		13792	709886	Check	1	1951		PRECISION PRINTING	Yes	No	No	05/12/2025	1,735.50
		13793	709887	Check	1	1954		PREMIUM WATERS, INC.	Yes	No	No	05/12/2025	120.98
		13795	709888	Check	1	2036		SCAN AIR FILTER, INC.	Yes	No	No	05/12/2025	1,135.20
		13796	709889	Check	1	2087		SKIRTING THE RULES	Yes	No	No	05/12/2025	47.00
		13794	709890	Check	1	2018		SQUIRES, WALDSPURGER & MACE, P.	Yes	No	No	05/12/2025	84.00
		13811	709891	Check	1	3570		SYHhealing	Yes	No	No	05/12/2025	6,000.00
		13797	709892	Check	1	2168		TEAM LAB	Yes	No	No	05/12/2025	202.50
		13798	709893	Check	1	2200		TRICORNE AUDIO INC.	Yes	No	No	05/12/2025	416.16
		13799	709894	Check	1	2203		TROPHY HOUSE	Yes	No	No	05/12/2025	1,506.86
		13800	709895	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	05/12/2025	115.00
		13801	709896	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	05/12/2025	19,917.12
		13803	709897	Check	1	2503		VENTRIS LEARNING LLC	Yes	No	No	05/12/2025	90.00
		13813	709898	Check	1	3671		WALTHER, MICHAEL	Yes	No	No	05/12/2025	225.53
		13802	709899	Check	1	2252		WEBBER FAMILY MOTORS	Yes	No	No	05/12/2025	74.58
		13814	709900	Check	1	3672		YLINIEMI, JULIE	Yes	No	No	05/12/2025	29.40
		13817	709901	Check	1	3744		YOUNG AT ART CO.	Yes	No	No	05/12/2025	160.00
		13816	709902	Check	1	3743		ZIMA, KEVIN	Yes	No	No	05/12/2025	61.65
								Bank Total: MW					$189,084.59
								Report Total:					$189,084.59

HAND PAYABLES SUMMARY
(APRIL 2025)

Pmt No	Check No	Pay Type	Vendor	Date	Amount
13386		Wire	DETROIT LAKES DISPOSAL	4/3/2025	$ 4,971.67
13387		Wire	BIX PRODUCE	4/8/2025	$ 6,378.01
13388		Wire	CITY OF DETROIT LAKES	4/8/2025	$ 1,004.95
13389		Wire	CONSTELLATION NEW ENERGY GAS D	4/8/2025	$ 9,335.33
13390		Wire	PERFORMANCE FOODSERVICE	4/8/2025	$ 7,438.14
13391		Wire	LAKES COUNTRY SERVICE CO-OP INSURANCE POOL	4/8/2025	$ 386,023.30
13499		Wire	PERFORMANCE FOODSERVICE	4/10/2025	$ 2,595.06
13516		Wire	INTERNAL REVENUE SERVICE	4/15/2025	$ 233,586.49
13517		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	4/15/2025	$ 38,090.04
13528		Wire	BIX PRODUCE	4/15/2025	$ 3,423.52
13529		Wire	CITY OF DETROIT LAKES	4/15/2025	$ 270.74
13530		Wire	CITY OF DETROIT LAKES	4/15/2025	$ 5,072.87
13531		Wire	CITY OF DETROIT LAKES	4/15/2025	$ 16,534.52
13532		Wire	CITY OF DETROIT LAKES	4/15/2025	$ 223.85
13533		Wire	MINNESOTA ENERGY RESOURCES	4/15/2025	$ 213.88
13534		Wire	MINNESOTA ENERGY RESOURCES	4/15/2025	$ 70.29
13535		Wire	MINNESOTA ENERGY RESOURCES	4/15/2025	$ 1,041.49
13536		Wire	MINNESOTA ENERGY RESOURCES	4/15/2025	$ 1,269.75
13537		Wire	PERFORMANCE FOODSERVICE	4/15/2025	$ 2,761.71
13538		Wire	SYSCO NORTH DAKOTA, INC	4/15/2025	$ 16,045.25
13631		Wire	BIX PRODUCE	4/17/2025	$ 5,404.05
13632		Wire	PERFORMANCE FOODSERVICE	4/17/2025	$ 1,940.41
13634		Wire	BREMER BANK CC	4/22/2025	$ 26,896.71
13635		Wire	EMC INSURANCE COMPANIES	4/22/2025	$ 18,082.92
13636		Wire	MINNESOTA ENERGY RESOURCES	4/22/2025	$ 244.49
13637		Wire	MINNESOTA ENERGY RESOURCES	4/22/2025	$ 712.66
13638		Wire	PERFORMANCE FOODSERVICE	4/22/2025	$ 2,467.83
13639		Wire	VERIZON WIRELESS	4/22/2025	$ 639.67
13640		Wire	VERIZON WIRELESS	4/22/2025	$ 556.14
13641		Wire	USPS.COM	4/22/2025	$ 224.21
13663		Wire	WEX HEALTH INC - HSA/FLEX	4/15/2025	$ 18,382.52
13664		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	4/15/2025	$ 48,377.40
13665		Wire	MN TEACHERS RETIREMENT ASSOC.	4/15/2025	$ 133,983.92
13666		Wire	MINNESOTA STATE RETIREMENT SYS	4/15/2025	$ 14,074.90
13667		Wire	AVIBEN	4/15/2025	$ 40,117.34
13668		Wire	AMAZON	4/25/2025	$ 19,607.74
13669		Wire	ARVIG COMMUNICATION SYSTEMS	4/29/2025	$ 123.95
13670		Wire	ARVIG COMMUNICATION SYSTEMS	4/29/2025	$ 569.31
13671		Wire	BIX PRODUCE	4/29/2025	$ 3,000.78
13672		Wire	CITY OF DETROIT LAKES	4/29/2025	$ 1,219.55
13673		Wire	CITY OF DETROIT LAKES	4/29/2025	$ 369.96
13674		Wire	CITY OF DETROIT LAKES	4/29/2025	$ 254.47
13675		Wire	CITY OF DETROIT LAKES	4/29/2025	$ 988.27
13676		Wire	CITY OF DETROIT LAKES	4/29/2025	$ 179.05
13677		Wire	CITY OF DETROIT LAKES	4/29/2025	$ 18,581.73
13678		Wire	LAKES COMMUNITY COOPERATIVE	4/29/2025	$ 2,853.26
13679		Wire	CONSTELLATION NEW ENERGY GAS D	4/29/2025	$ 5,674.30
13680		Wire	MINNESOTA ENERGY RESOURCES	4/29/2025	$ 430.15
13681		Wire	MINNESOTA ENERGY RESOURCES	4/29/2025	$ 2,844.55
13682		Wire	MINNESOTA ENERGY RESOURCES	4/29/2025	$ 1,933.33
13683		Wire	MINNESOTA ENERGY RESOURCES	4/29/2025	$ 7,171.29
13684		Wire	PERFORMANCE FOODSERVICE	4/29/2025	$ 2,135.59
13718		Wire	WEX HEALTH INC - HSA/FLEX	4/30/2025	$ 18,267.82
13719		Wire	INTERNAL REVENUE SERVICE	4/30/2025	$ 262,479.13
13720		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	4/30/2025	$ 43,323.55
13721		Wire	MINNESOTA STATE RETIREMENT SYS	4/30/2025	$ 14,029.90

13722		Wire	AVIBEN	4/30/2025	$	40,017.02
13723		Wire	PERFORMANCE FOODSERVICE	4/30/2025	$	1,954.27
13724		Wire	QUADIENT LEASING USA, INC.	4/30/2025	$	333.39
13725		Wire	MN DEPT OF REVENUE -SALES TAX	4/30/2025	$	1,369.00
13726		Wire	MIDWEST BANK	4/30/2025	$	8.00
13727		Wire	MIDWEST BANK	4/30/2025	$	10.00
13728		Wire	MIDWEST BANK	4/30/2025	$	0.20
13729		Wire	MIDWEST BANK	4/30/2025	$	100.00
13730		Wire	MIDWEST BANK	4/30/2025	$	10.00
13731		Wire	AUTHORIZE.NET GATEWAY BILLING	4/30/2025	$	10.00
13732		Wire	VANTIV BILLING / WORLDPAY	4/30/2025	$	145.59
13733		Wire	REVTRAK	4/30/2025	$	29.95
13734		Wire	TRANSFIRST AFFINETY	4/30/2025	$	1,558.65
13735		Wire	WEX HEALTH INC	4/30/2025	$	10,628.88
13736		Wire	WEX HEALTH INC	4/30/2025	$	453.75
13737		Wire	ARUX SOFTWARE, INC	4/30/2025	$	299.00
13373	709529	Check	ANDERSON COACH OF FRAZEE, INC.	4/3/2025	$	11,994.60
13374	709530	Check	BRIDGESTONE GOLF, INC	4/3/2025	$	422.15
13375	709531	Check	CARRIER, JOSEPH	4/3/2025	$	50.00
13376	709532	Check	CAULFIELD STUDIO	4/3/2025	$	600.00
13377	709533	Check	CENTRAL MARKET	4/3/2025	$	115.47
13383	709534	Check	DETROIT COUNTRY CLUB	4/3/2025	$	996.75
13385	709535	Check	GAME ONE	4/3/2025	$	2,167.31
13378	709536	Check	HOLMQUIST, MELANIE	4/3/2025	$	200.00
13379	709537	Check	JB'S CUSTOM APPAREL	4/3/2025	$	1,330.00
13380	709538	Check	OLANDER BUS SERVICE INC.	4/3/2025	$	217,904.50
13381	709539	Check	PRECISION PRINTING	4/3/2025	$	25.00
13382	709540	Check	SCHULTZ BUS COMPANY	4/3/2025	$	122,802.01
13384	709541	Check	STATTELMAN, KARI	4/3/2025	$	719.96
13392	709542	Check	BARBERG, JENNIFER	4/8/2025	$	87.83
13393	709543	Check	LAKES COMMUNITY COOPERATIVE	4/8/2025	$	1,141.69
13506	709649	Check	AMERICINN BY WYNDHAM	4/10/2025	$	1,980.00
13510	709650	Check	ANDYMARK, INC.	4/10/2025	$	290.35
13503	709651	Check	BENHAM, RICK	4/10/2025	$	272.26
13500	709652	Check	BREAKDOWN SPORTS USA, INC	4/10/2025	$	1,170.00
13515	709653	Check	CROSBY-IRONTON SCHOOL DISTRICT	4/10/2025	$	125.00
13514	709654	Check	ISD # 2155	4/10/2025	$	125.00
13505	709655	Check	ISD #726	4/10/2025	$	200.00
13508	709656	Check	MITCHELL, ALYSSA	4/10/2025	$	107.54
13511	709657	Check	REGION 1 FFA	4/10/2025	$	90.00
13513	709658	Check	REV ROBOTICS LLC	4/10/2025	$	228.37
13501	709659	Check	SCHNATHORST, VERNON	4/10/2025	$	247.69
13509	709660	Check	TALBERT, DAYTON	4/10/2025	$	23.32
13502	709661	Check	TROPHY HOUSE	4/10/2025	$	296.16
13512	709662	Check	WELLER, WAYNE	4/10/2025	$	220.00
13507	709663	Check	WHITE BEAR LAKE AREA SCHOOL DISTRICT	4/10/2025	$	560.00
13504	709664	Check	ZURN, CARLY	4/10/2025	$	16.42
13520	709665	Check	AFSCME COUNCIL 65	4/15/2025	$	281.08
13518	709666	Check	AMERICAN FAMILY LIFE ASSURANCE CO	4/15/2025	$	165.56
13522	709667	Check	D. L. ATHLETIC FOUNDATION	4/15/2025	$	115.00
13523	709668	Check	D.L. PUBLIC EDUC FOUNDATION	4/15/2025	$	30.00
13527	709669	Check	MESSERLI & KRAMER P.A.	4/15/2025	$	220.90
13519	709670	Check	MINNESOTA CHILD SUPPORT	4/15/2025	$	534.90
13525	709671	Check	MN SCHOOL EMPLOYEES ASSOC.	4/15/2025	$	177.83
13526	709672	Check	ND CHILD SUPPORT DIVISION	4/15/2025	$	429.50
13524	709673	Check	SUPPORT PAYMENT CLEARINGHOUSE	4/15/2025	$	335.91
13521	709674	Check	UNITED WAY OF BECKER COUNTY	4/15/2025	$	105.00
13539	709675	Check	CROSSWOODS GOLF COURSE	4/15/2025	$	330.00
13542	709676	Check	GREWE, GARY	4/15/2025	$	124.00
13543	709677	Check	JEGERS, MATTHEW	4/15/2025	$	125.00
13544	709678	Check	SAID, ABDULAZIZ	4/15/2025	$	125.00
13540	709679	Check	SAILER, RAY	4/15/2025	$	124.00

13545	709680	Check	WELLER, MIKE	4/15/2025	$	220.00
13541	709681	Check	WELLER, WAYNE	4/15/2025	$	266.20
13633	709767	Check	HATCH, JODI	4/17/2025	$	350.00
13642	709768	Check	BREAKDOWN SPORTS USA, INC	4/22/2025	$	1,560.00
13643	709769	Check	CENTRAL MARKET	4/22/2025	$	301.14
13650	709770	Check	COBBER MEN'S BASKETBALL	4/22/2025	$	600.00
13648	709771	Check	COLEMAN, CHRIS	4/22/2025	$	242.11
13653	709772	Check	EDINA DANCE TEAM BOOSTER CLUB	4/22/2025	$	700.00
13644	709773	Check	GERRELL'S SPORT CENTER	4/22/2025	$	2,207.00
13645	709774	Check	GREAT NORTH PIZZA, INC	4/22/2025	$	6,415.50
13646	709775	Check	HAUS, MARY	4/22/2025	$	89.51
13649	709776	Check	SEAVERT, DALE	4/22/2025	$	242.11
13652	709777	Check	STAGGS, MACKINZIE	4/22/2025	$	24.68
13651	709778	Check	TRUEDSON, AIMEE	4/22/2025	$	164.27
13647	709779	Check	TUCKER, STEVE	4/22/2025	$	80.00
13655	709780	Check	BACHMANN, DARWIN	4/24/2025	$	110.00
13656	709781	Check	BOIS DE SIOUX GOLF COURSE	4/24/2025	$	90.00
13654	709782	Check	CARRIER, JOSEPH	4/24/2025	$	75.00
13657	709783	Check	HAMLINE UNIVERSITY	4/24/2025	$	20.00
13659	709784	Check	MAPLE RIVER GOLF CLUB	4/24/2025	$	100.00
13660	709785	Check	RAISING CANES	4/24/2025	$	541.62
13662	709786	Check	SCHULTZ, BRIAN	4/24/2025	$	110.00
13661	709787	Check	SEATON, SCOTT	4/24/2025	$	227.60
13658	709788	Check	WELLER, TERRY	4/24/2025	$	156.20
13692	709789	Check	BACHMANN, DARWIN	4/29/2025	$	132.11
13700	709790	Check	BEMIDJI TOWN & COUNTRY CLUB	4/29/2025	$	2,600.00
13694	709791	Check	BENHAM, RICK	4/29/2025	$	246.13
13685	709792	Check	BURNSIDE, JENNIFER	4/29/2025	$	254.27
13686	709793	Check	CAULFIELD STUDIO	4/29/2025	$	390.00
13695	709794	Check	COLEMAN, CHRIS	4/29/2025	$	132.11
13696	709795	Check	DETROIT COUNTRY CLUB	4/29/2025	$	1,250.00
13703	709796	Check	DISCOVERY MIDDLE SCHOOL	4/29/2025	$	100.00
13701	709797	Check	HEADWATERS COUNTRY CLUB	4/29/2025	$	2,340.00
13687	709798	Check	HUB 41	4/29/2025	$	1,000.00
13688	709799	Check	ISD #361	4/29/2025	$	250.00
13705	709800	Check	MADISON NATIONAL LIFE INSURANCE	4/29/2025	$	4,665.18
13689	709801	Check	PRECISION PRINTING	4/29/2025	$	60.50
13699	709802	Check	RISLUND, JAMES	4/29/2025	$	165.00
13698	709803	Check	RISLUND, RITA	4/29/2025	$	290.00
13690	709804	Check	SCHNATHORST, VERNON	4/29/2025	$	33.30
13693	709805	Check	SCOLLEY, MIKE	4/29/2025	$	160.00
13704	709806	Check	STG INC.	4/29/2025	$	450.00
13702	709807	Check	TRUEDSON, AIMEE	4/29/2025	$	240.51
13691	709808	Check	TUCKER, STEVE	4/29/2025	$	160.00
13697	709809	Check	WELLER, TERRY	4/29/2025	$	246.13
13708	709810	Check	AFSCME COUNCIL 65	4/30/2025	$	281.08
13706	709811	Check	AMERICAN FAMILY LIFE ASSURANCE CO	4/30/2025	$	165.56
13710	709812	Check	D. L. ATHLETIC FOUNDATION	4/30/2025	$	115.00
13714	709813	Check	D.L. EDUCATION MINNESOTA (PARA)	4/30/2025	$	1,291.71
13713	709814	Check	D.L. EDUCATION MINNESOTA (TEACHER)	4/30/2025	$	19,107.50
13711	709815	Check	D.L. PUBLIC EDUC FOUNDATION	4/30/2025	$	30.00
13717	709816	Check	MESSERLI & KRAMER P.A.	4/30/2025	$	278.05
13707	709817	Check	MINNESOTA CHILD SUPPORT	4/30/2025	$	225.40
13715	709818	Check	MN SCHOOL EMPLOYEES ASSOC.	4/30/2025	$	145.03
13716	709819	Check	ND CHILD SUPPORT DIVISION	4/30/2025	$	429.50
13712	709820	Check	SUPPORT PAYMENT CLEARINGHOUSE	4/30/2025	$	335.91
13709	709821	Check	UNITED WAY OF BECKER COUNTY	4/30/2025	$	105.00
			TOTAL HAND PAYALBES			**$1,933,722.39**

PERSONNEL AGENDA

May 19, 2025

1) **Resignations:**
   Sydney Bly– Middle School Volleyball Coach, effective April 30, 2025.
   Austin Dodd– Summer Speed & Strength, effective May 16, 2025.
   Jacquelyn Erickson– ECFE/School Readiness Para, effective May 31, 2025.
   Heather Hacker– Special Education Teacher, effective May 7, 2025.
   Kaitlin Kellerhuis– High School Special Education Para, effective May 22, 2025.
   Nicole Tredwell– Rossman Special Education Para, effective May 22, 2025.
2) **Retirements:**
   Kathy Owens– District Payroll Coordinator, effective July 31, 2025.
   Kay Parker–High School Special Education Para, effective May 22, 2025.
3) **Appointments:**
   Brian Deitchler– Middle School Behavior Interventionist, at the rate of MA Step 8 or a contract amount of $61,747.00 per year, effective August 18, 2025.
   Bailee Dorff– Speech/Language Pathologist, at the rate of MA Step 9 or a contract amount of $63,613 per year, effective August 1, 2025.
   Leah Hamann– Perham ABE Instructor, at the rate of $38.45 per hour, working 13.5 hours per week, effective June 24, 2025.
   Kaitlin Kellerhuis– High School Special Education Teacher, at the rate of BA Step 1 or a contract amount of $45,023.00 per year, effective August 18, 2025.
   Monika Nelson– Roosevelt Special Education Teacher, at the rate of MA Step 11 or a contract amount of $67,356.00 per year, effective August 18, 2025.
   Theresa Rogstad– Roosevelt Speech/Language Pathologist, at the rate of MA +30 Step 14 or a contract amount of $86,359 per year, effective August 18, 2025.
   Ella Ullrich– Roosevelt Laker Kids Assistant, at the rate of $16.90 per hour, working 29.75 hours per week, effective May 27, 2025.
4) **Amended Assignment**:
   Bri Bahr– is amending her assignment from STEAM Teacher to Classroom Teacher, effective 25-26 school year.
   DeAnna Baukol– is amending her assignment from Academic Interventionist to Classroom Teacher, effective 25-26 school year.
   Kristen Blom– is amending her assignment from Academic Interventionist to Classroom Teacher, effective 25-26 school year.
   Belinda Freeman– is amending her assignment from Roosevelt Interventionist to Rossman Classroom Teacher, effective 25-26 school year.
   Jennifer Heimark– is amending her assignment from 26.75 hours per week LEC ECFE/SR Child Educator to 21.75 hours per week MState ECFE Child Educator, effective 25-26 school year.
   Andrea Judisch– Is amending her assignment from Classroom Teacher to 0.8 FTE Academic Intervention Teacher, effective 25-26 school year.
   Jennifer Olson– is amending her assignment from Academic Interventionist to Classroom Teacher, effective 25-26 school year.
   Amy Porter– is amending her assignment from Academic Interventionist to Classroom Teacher, effective 25-26 school year.
   April Sunram– is amending her assignment from Academic Interventionist to Classroom

Teacher, effective 25-26 school year.
Kellie Wolf– is amending her assignment from 1.0 Roosevelt STEAM Teacher to .5 Roosevelt .5 Rossman STEAM Teacher, effective 25-26 school year.

5) **Leave of Absence**:
Stacy Conn– is requesting a leave of absence from May 1, 2025 through May 22, 2025.
Jennifer Fode– is requesting a leave of absence from May 14, 2025 through June 13, 2025.
Shelly Kepler– is requesting a leave of absence from May 12, 2025 through July 30, 2025.
Brianna Nims– is requesting a leave of absence from September 17, 2025 through December 10, 2025.
Chris Pederson– is requesting a leave of absence from March 8, 2025 through June 13, 2025.
Kristi Ritter– is requesting a leave of absence from May 2, 2025 through May 23, 2025.

6) **Terminations:**
Mackenzie Carriere– Speech Language Pathologist Assistant, effective May 22, 2025.

Date Adopted: 12/14/87	File Number: Detroit Lakes Policy - 402
Date Revised: 07/10/2013; 02/13/2017; 10/21/19; 6/21/2021, 05/19/25	

402 - DISABILITY NONDISCRIMINATION 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 a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.

B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the Human Resources Director. This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References:
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et seq.* (Section 504 of theRehabilitation Act of 1973, ~~§504~~)
42 U.S.C., ~~Ch. 126~~ § 121012 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
~~34 C.F.R. Part 35~~

34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 403
Date Revised: 05/11/2009; 6/21/2021,05/19/25	

403 - DISCIPLINE, SUSPENSION AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;

2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and

3. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;

2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;

3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;

4. personal and/or immoral misconduct;

5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;

6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;

7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position.

8. failure to follow the canons of professional and personal ethics;

9. falsification of credentials and experience;

10. unauthorized destruction of school district property;

11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;

12. neglect of duty;

13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;

2. written warning or reprimand;

3. probation;

4. disciplinary suspension, demotion or leave of absence with pay;

5. disciplinary suspension, demotion or leave of absence without pay; and

6. dismissal/termination or discharge from employment.

B. Other forms of discipline, including any combination of the forms described in Paragraph A above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

A. When any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time and nature of the oral warning.

2. Provide directives to the employee to correct the conduct or performance.

2. Forward copies of all writings to the Human Resources Director for review and filing in the employee's personnel file.

3. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.

4. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

Legal References: Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)
Minn. Stat. § 122A.44 (Contracting with teachers; Substitute Teachers)
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 197.46 *et. seq.* (Veterans Preference Act)

Cross References: None

Date Adopted: 10/13/97	File Number:
Date Revised: 01/10/11; 6/21/2021,05/19/25	Detroit Lakes Policy - 404

404 - EMPLOYMENT CRIMINAL BACKGROUND CHECKS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, and service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending

completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota. Statutes. section§ 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

B In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[Note: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Cecommissioner of Eeducation within the 12 months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous 12 months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district,

the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services, to the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data~~Inaccurate or Incomplete Data~~)
Minn. Stat. § 13.87, Subd. 1 (Criminal HJustice~~istory~~ Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: ***None***

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 405
Date Revised: 12/13/10; 6/21/2021	

405 - VETERAN'S PREFERENCE

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.

B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.

C. Veteran's preference points may be applied pursuant to applicable law as follows:

1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.

F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points or grant interviews to all qualified veterans. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's Human Resources Department.

[Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.]

H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.

2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

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

Cross References: MSBA Model Policy 401 (Equal Employment Opportunity)

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Date Revised: 8/11/03; 07/12/04; 01/10/05; 05/15/06, 07/10/13; 02/13/17; 10/16/21, 05/19/25	

406 - PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

B. All other data on individuals is private or confidential.

III. DEFINITIONS

A. "Public" means that the data is available to anyone who requests it.

B. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.

C. "Confidential" means the data are not public and are not accessible to the subject.

D."Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment location of parking space, and work telephone number.

E. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.

F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.

G. "Protected health information" means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider In connection with a transaction covered by 45. C.F.R. Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.

H. "Public officials" means business managers; human resource directors; activities directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:

1. name;

2 employee identification number, which may not be the employee's Social Security number;

3. actual gross salary;

4. salary range;

5. terms and conditions of employment relationship;

6. contract fees;

7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;

11. bargaining unit;

12. job description;

13. education and training background;

14. previous work experience;

15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minnesota. Statutes, section 13.43, Subdivision. 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 school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;

20. work telephone number;

21. badge number;

22. work-related continuing education;

23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only 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.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;

2. relevant test scores;

3. rank on eligible list;

4. job history;

5. education and training; and

6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant’s application for employment are private data on individuals except that the following are public:

a. name;

b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

c. education and training;

d. employment history;

e. volunteer work;

f. awards and honors;

g. prior government service;

h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and

i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

a. residential address;

b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;

c. first and last dates of service on the public body;

d. the existence and status of any complaints or charges against an appointee; and

e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., 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.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, Subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, 13.43, Subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in Section IV are private data will not be otherwise released unless authorized by law.

B. Data pertaining to an employee's dependents are private data on individuals.

C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private.

E. An individual's checking account number is private when submitted to a government entity.

F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;

2. A pre-petition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, Subdivision 1; or

3. A court, law enforcement agency or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purposes of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

1. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:
a. threaten the personal safety of the complainant or a witness; or
b. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on that complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administration ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section 122A.20, Subdivision 2,

and shall, upon written request from the licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, Subdivision 2.

[Note: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.]

M. Private personnel data shall be disclosed to the Department of Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes Ch. 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines .

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter. 13.

Data that are released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function

authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because of the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section13.41, Subdivision. 5, and must provide the PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section123B.03, a school board or other school hiring authority must contact the PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes, Chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the Human Resources Director, 702 Lake Avenue, 847-9271 as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data***)***
Minn. Stat. § 13.41 (Licensing Data – Public Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Employment)

Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Checks)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E(Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)

Cross Reference*s*: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin "I" (School Records-Privacy-Access to Data)

Date Adopted: 12/10/84	File Number: Detroit Lakes Policy - 407
Date Revised: 08/11/03; 10/18/21, 09/26/22	

407 - EMPLOYEE RIGHT TO KNOW -
EXPOSURE TO HAZARDOUS SUBSTANCES

[Note: School districts are not required by statute to have a policy addressing these issues. However, the provisions of this policy accurately reflect the requirements of Minnesota Statutes* section 182.653.*]

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Commissioner" means the Minnesota Commissioner of Labor and Industry.

B. "Routinely exposed" means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.

C. "Hazardous substance" means a chemical or substance, or mixture of chemicals and substances, which:

1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or

2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or

3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.

D. "Harmful physical agent" means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical

harm to an employee. This definition includes but is not limited to radiation, whether ionizing or nonionizing.

E. "Infectious agent" means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.

F. "Blood borne pathogens" means a pathogenic microorganisms that are present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

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

V. TRAINING SCHEDULE

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

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

B. Any employee reassigned to a work area where he or she is determined to be "routinely exposed" under the above guidelines.

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

Cross References: MSBA/MASA Model Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions).
MSBA/MASA Model Policy 807 (Health and Safety Policy)

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 408
Date Revised: 02/09/04; 03/09/09; 10/18/21,05/19/25	

408 - SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota~~.~~ Statutes~~.~~ Chapter~~.~~ 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United~~.~~ States ~~.~~Code~~, section~~ ~~§~~1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, ~~Minn. Stat. Ch. 13~~, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data**.

IV. APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply~~Minnesota Rules Regarding Data Practices~~)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin "I" (School Records – Privacy – Access to Data)

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 409
Date Revised: 02/09/15; 10/18/21	

409 - EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS AND CREATIONS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

II. NOTICE OF POLICY

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

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

Cross References:

Date Adopted: 01/11/82	File Number: Detroit Lakes Policy - 902
Date Revised: 07/14/03, 11/09/09, 02/13/17; 1/13/2020, 11/28/22, 04/22/24, 5/19/25	

902 - RENTAL POLICY - BUILDINGS & FACILITIES

The Detroit Lakes Public Schools (DLPS) wishes to encourage the full use of the educational facilities, when they are not being used by students or staff, by making its facilities available to organizations, associations, and individuals of the community for civil, cultural, welfare or recreational events that are in the best interest of the school system.

The purpose of this policy is to define the use of DLPS facilities.

I. ADMINISTRATIVE RESPONSIBILITY

A. The Director of Finance & Operations~~Supervisor of Operations~~ or his/her designee shall approve scheduling of DLPS facilities and equipment. All requests for facility use must be submitted electronically or in hardcopy format.

B. Facility/equipment usage should be scheduled one (1) week by DLPS employees or four (4) weeks by non-DLPS groups/individuals prior to the event, but not to exceed one calendar year in advance. The Director of Finance & Operations~~Supervisor of Operations~~ or designee may alter the scheduling timeframe.

C. Facility reservations will be assigned first come, first served. The only exception is DLPS sponsored events that come up and cannot be scheduled to another date, time or location. If this happens, the permit holder will be contacted immediately and offered to change to an alternate date, time or location. If an event is rescheduled, there will be no monetary reimbursement.

D. A building may not be occupied by any group unless a qualified custodian is present. The head custodian of the building being used will be responsible for assigning a custodian to work during the scheduled event that is not held during the regularly scheduled hours of the custodial staff. The custodian on duty will supervise the operation of the physical plant and shall not be required to supervise groups or events. There will be no additional fee for custodial staff being present under either of the following conditions:

i. The event is held during the regularly scheduled hours of the custodial staff, and clean-up after the event did not result in the custodian accruing overtime.

ii. A DLPS employee has requested to be used in lieu of a custodian by signing the section on the *Facility Permit Request*, and the request has been approved by the Director of Finance & Operations~~Supervisor of Operations~~ or designee.

E. A facility rental request has a planned attendance of greater than 100 people; the Director of Finance & Operations may require the presence of a DLPS employee to provide direct supervision of the event. There will be no additional fee for supervision staff being present under the following condition:~~See comment~~

i. A DLPS employee has requested to be used in lieu of a supervisor by signing the section on the Facility Permit Request, and the request has been approved by the Director of Finance & Operations.

II. USAGE/PERMIT PROCEDURE

A. Prior to using District facilities, every non-DLPS group/organization and individual must complete the *Facility Permit Request* found on the last two pages of this policy and submit it to the Director of Finance & Operations~~Supervisor of Operations~~ or designee. Facility/equipment usage should be scheduled one (1) week by DLPS employees or four (4) weeks by non- DLPS groups/individuals prior to the event, but not to exceed one calendar year in advance. The Director of Finance & Operations~~Supervisor of Operations~~ or designee may alter the scheduling timeframe.

B. The individual/organization making the request is responsible for all fees assessed for the event.

C. Every permit request for the use of DLPS facilities shall state the general nature and purpose of the event. Permits will be issued only for the dates, hours, areas and equipment specified.

D. A permit will not be granted for any use that in the judgment of DLPS administration may conflict with the mission of the DLPS or for which satisfactory sponsorship or adequate adult supervision is not provided.

E. Once a permit is granted to an organization or individual, facilities shall be used strictly for the purpose for which the space was requested. Permit holders may not transfer or sublet the permit to another organization or individual; doing so nullifies an approved permit.

F. DLPS administration may cancel a permit effective immediately, if, in its judgment, continuation would be potentially harmful, dangerous, or the program or participants' actions are not of a moral standard equivalent to that generally accepted by the community.

G. All rentals of facilities will be coordinated with the building principal and/or the Activities Director in order to assure the availability of facilities requested.

i. Events are scheduled on a first-come-first-serve basis. However, DLPS events shall always have priority, and contracted rented facilities have priority over unscheduled DLPS staff use.

ii. All athletic camps/clinics are to be pre-approved by the Activities Director prior to submittal to the Director of Finance & Operations ~~Supervisor of Operations~~ for reserving facilities.

iii. Camps or clinics that are neither appropriately routed the process listed in subsection (ii) nor approved by the Activities Director are not construed to fall under the control of the School Board, and therefore, will be subject to rental fees and will not be covered by the DLPS insurance program.

H. Once the *Facility Permit Request* is approved, the event will be entered into the DLPS facility calendar. .

I. A copy of the reservation with the permit number will be provided to the policy holder either as a hard copy or electronic document. This document in either form must be with the permit holder during the event at the DLPS facility.

J. Access to and operation of the sound, video, and light systems in the Middle School auditorium must be pre-approved by the Director of Finance & Operations~~Supervisor of Operations~~. An additional fee will be charged for the sound/light operator's time.

III. PERMIT HOLDER'S RESPONSIBILTY

A. Completion of the *Facility Permit Request* constitutes acceptance by the applicant of the responsibilities state and the willingness to comply with all DLPS policies, rules, and regulations regarding the use of facilities.

B. The permit holder agrees to protect, indemnify and hold harmless the District and its employees from any and all claims, liabilities, damages, or rights of action, directly or indirectly, growing out of the use of the premises covered by the permit.

C. The permit holder will indemnify DLPS for all damage to its facility or equipment occurred during the scheduled event by persons participating or in attendance.

D. All organizations and individuals using DLPS facilities shall have a copy of the approved permit on site, either as an electronic file, email, or hardcopy. Custodians may request a copy of the permit from the organization or individual. If an approved permit cannot be verified, the custodians may request the organization or individual to leave the facilities or grounds. Law enforcement shall be contacted when a non-verified organization or individual fails to leave the facilities/grounds when requested to by the DLPS representative.

E. All events are required to be supervised by responsible adults, over age 21, for the entire duration of usage time and until all participants have vacated the premises in order to accept responsibility for the conduct of event attendees and the care of the building and equipment.

F. It shall be the responsibility of the organizational leaders to confine use of the facilities rented to members of their group and for the purpose and function under the terms of the rental contract.

G. Programs must be concluded in time for clearance of building in accordance with the terms of the rental contract. Any additional time required to clean-up after an organization's use of the facility shall be charged to the organization in addition to the rental schedule.

IV. FACILITY USAGE

A. All buildings must be vacated by 10:30 p.m. on school nights and 12:00 a.m. on non-school nights, unless arranged differently with the Director of Finance & Operations ~~Supervisor of Operations~~ or designee. However, DLPS sponsored events may vacate at a later time at the discretion of the principal/building administrator.

B. A group must obtain prior approval to bring in any organizational equipment and must remove all equipment immediately after the event, unless special permission is granted in advance by the Director of Finance & Operations ~~Supervisor of Operations~~ or designee.

C. Gym shoes must be worn on gym floors. No one shall be allowed to participate in any organized event on the gym floors with leather soles or heels. Every renter is required to use every reasonable precaution to see that snow, water, or mud is removed from shoes before persons are allowed to enter the gym.

D. As the need arises, building access/keys will be issued by the building principals, their designee, or operations department.

E. Animals and other pets are not allowed in DLPS facilities unless specifically pre-approved by the building administrator or the Director of Finance & Operations ~~Supervisor of Operations~~. This does not apply to service animals or service animals in training.

F. Tobacco use is not permitted on any DLPS premises. Alcohol used for consumption, other controlled substances, and guns are banned from all DLPS premises.

G. There are certain areas where specifically trained personnel will need to be present. These are:

i. School Kitchens including DLHS Culinary Labs: a trained DLPS food service employee must be present. There will be a fee charged for this employee's time. If a group is selling any type of food or beverage for an event they will be required to use DLPS facilities and a licensed DLPS Food Service Professional or provide a valid Special Events Food Stand License.

ii. Wrestling Building: it will be required for trained DLPS personnel to clean wrestling mats after the event; this person does not have to be present during the event. There will be a fee charged for this employee's time.

iii. High School Swimming Pool: certified lifeguard must be present. It is the policy holder's responsibility to find this person. A copy of the lifeguard's certification must be submitted with the *Facility Permit Request*.

iv. Middle School Auditorium/Lakeshirts Fieldhouse/Mollberg Field: persons trained to work the A/V equipment, rigging and lighting must be present. DLPS will provide the policy holder a list of those who have been trained on this equipment, but it is the policy holder's responsibility to make arrangements for

person(s) to operate the system for the event. The Director of Finance & Operations~~Supervisor of Operations~~ or designee must be informed who has been scheduled to operate these systems for the event.

V. FEES

A. Fees will be charged for the following four~~three~~ categories based on the classification of organization using DLPS facilities and the schedule of rental rates:

i. Facility use

ii. Additional equipment provided/set up by the DLPS

iii. Hourly rate of any DLPS food service employee, custodian, and Middle School auditorium operator required to work additional hours in order to be on site for the event.

iv. Hourly rate of any approved DLPS staff providing supervision for events with a planned attendance greater than 100 people.~~ADD~~

B. Rate of Fees:

i. Groups using DLPS facilities are grouped into different rate classes based on the nature and purpose of each group, agency or organization. All other requirements for use, such as application procedure, standards for conduct during use, supervision, etc., are constant for all user groups regardless of organizational differences. Each group will pay this percentage of the rental fees for facility and equipment use:

0%:
- DLPS Pre-K – 12, extracurricular and Community Education
- Non-profit organizations based in the DLPS attendance area that are devoted to child or community welfare, do not charge fees, and are not using facilities for fundraising purposes
- DLPS employees using the facilities for personal, non-commercial use

50%:
- Athletic associations under the umbrella/contracted with The Center (formerly the DLCCC)
- Non-profit organizations based in the DLPS attendance area that are devoted to child or community welfare that charge fees and/or use the facility for fundraising proposes

80%:
- DLPS employees using facilities for commercial, profit-making use
- Individuals residing or businesses located within the DLPS attendance area
- Non-profit organizations based outside of DLPS attendance area that are devoted to child or community welfare.

100%:
- Individuals residing or businesses located outside of the DLPS attendance area

ii. Any reduced fee for the hourly rate of kitchen and staff required to work additional hours must be approved by the Director of Finance & Operations~~Business Manager~~ in advance of the approval of the permit.

C. A down payment of 50% of the facility rental may be~~is~~ required at the time of the submitting the *Facility Permit Request* to confirm the reservation. The remainder and other charges will be due by the end of the month following the event.

D. Food and beverages may be served without using the kitchen. Use of the kitchen, even by DLPS employees, requires the presence of a DLPS food service employee. A fee will be assessed for damaged, lost, stolen, or unclean equipment or facility.

VI. FUNCTIONS NOT ALLOWED

A. No dances open to the general public shall be allowed

B. Any and all use of DLPS facilities shall be free from obscure and controversial purposes or purposes of a disruptive nature.

The following page shows the hourly and daily rates for renting the facilities. These rates are designed to encourage public use. DLPS reserves the right to revise building rental rates. It shall be the responsibility of the renting organization/individual to obtain the cost of the current rental rates and fees. DLPS will not be responsible for informing individuals or organizations of revisions in rental rates.

FACILITY RENTAL RATES

These are the full rates for facility rental. Depending on the type of group using the area, the rates may be less. Please see Section V, Subdivision B(i) for more information.

AREAS	USED FOR 0-4 HOURS	USED FOR 4+ HOURS
Auditorium [1]: Middle School (half day or whole day) 1. Includes entire seating area, stage, A/V booth and commons 2. Only those trained by the District may run the A/V booth, lights and rigging. This cost is not included in the rental fee.	$275.00/half day	$550.00/day
Prop / Green Room, add	$25.00/day	$100.00/day
Classroom: All Buildings	$25.00/hour	$100.00/day
Commons: High School (including Freshman Forum) or Middle School, Roosevelt, and Rossman	$25.00/hour	$100.00/day
Computer Lab: All Buildings	$25.00/hour	$100.00/day
Computer use, add	$10.00 pp/day	$10.00 pp/day
Concessions (Indoor): Middle School	$25.00/hour	$100.00/day
Gymnasium [2]: Rossman, Roosevelt, or Lincoln – entire gym	$20.00/hour	$80.00/day
Lakeshirts Fieldhouse/ Ralph Anderson Gymnasium/DLMS– entire gym	$45.00/hour	$180.00/day
Lakeshirts Fieldhouse/ Ralph Anderson Gymnasium/DLMS– per court	$15.00/hour	$60.00/day
Lakeshirts Fieldhouse/ Ralph Anderson Gym Only:		
Stage (Ralph Anderson only), add	$15.00/hour	$60.00/day
West Bleachers, add	$25.00/event	$25.00/event
East Bleachers, add	$20.00/event	$25.00/event
Kitchen [1]: All Buildings* (includes Concessions)	$30.00/hour	$120.00/day
Locker Room: High School or Middle School	$25.00/hour	$100.00/day
Media Center: Rossman or Roosevelt	$25.00/hour	$100.00/day
High School or Middle School	$50.00/hour	$200.00/day
Computer use: All Buildings, add	$10.00 pp/day	$10.00 pp/day
Multipurpose Room/Gym [2]: Roosevelt, or Rossman	$20.00/hour	$80.00/day
Swimming Pool [2]: High School (hourly rate only)	$50.00/hour	$50.00/hour
Wrestling Building [1,2]: High School*	$25.00/hour	$100.00/day
Outdoor fields, courts, playgrounds, or parking lots [2]: All Buildings	Determined on Individual Basis	

[1] Location will have additional staff charges. [2] Rental fees for this location are subject to sales tax.

ADDITIONAL STAFF CHARGES

Custodial Personnel (beyond regular hours)_____ $50~~45~~ per hour

Food Service Personnel (total hours worked) _____ $50~~45~~ per hour

Technology/Sound Personnel (total hours worked ___$75 per hour

Supervision Personnel (total hours worked) ____$50 per hour~~ADD~~

INDEPENDENT SCHOOL DISTRICT #22

Detroit Lakes Public Schools

FACILITY PERMIT REQUEST

Please Note: Do not complete this form for ISD 22 sponsored events.

Today's Date: _____

REQUESTOR'S INFORMATION:

Requestor's Name: _____

Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Are you currently an ISD 22 part time or full-time employee (not substitute)? ☐ Yes ☐ No

I am making this request for a(n): (mark one)

☐ Non-profit Organization Organization Name: _____

☐ Business, including sole proprietor Business Name: _____

☐ Myself, not for profit

TYPE OF SET-UP AND SPECIAL INSTRUCTIONS:

Function Description: _____

Anticipated Attendance:_____ Will Admission Be Charged? ☐ Yes ☐ No

Date of Function: _____ Start Time: _____ End Time: _____

Prep Start (date & time): _____ Clean-Up End (date & time): _____

Facilities Requested:

BUILDING	AREA	BUILDING	AREA

IF A DISTRICT EMPLOYEE WILL BE USED IN LIEU OF A CUSTODIAN AND/OR SUPERVISION:

DLPS employee in lieu of a custodian and/or supervision duties agrees to the following:

1. Secure building (check all doors to ensure building is locked when leaving.)
2. Turn off lights and other electrical equipment.
3. Responsible for controlling access to unauthorized personnel.
4. Responsible for monitoring children's behavior.

5. Report all emergency situations and/or injuries immediately to the Director of Finance & Operations~~Supervisor of Operations~~.
6. Clean areas used (bathrooms, kitchen, etc.). Users of DLPS facilities who leave premises dirty will be charged for clean-up.

Signature of employee in lieu of custodian and/or supervision duties: _____

(Continue to next page)

FACILITY PERMIT REQUEST (cont'd)

BY SIGNING BELOW, I AGREE TO THE FOLLOWING:

1. We agree to enforce all regulations of DLPS in using this facility.
2. We will not allow tobacco use on any property owned by the DLPS.
3. We will not allow any alcohol used for consumption, other controlled substances, or guns to be brought on any property owned by the DLPS.
4. Persons attending the event will confine themselves to the rooms and corridors assigned for our use.
5. We understand disorderly conduct of any kind is prohibited and is punishable by ejection from the building or grounds.
6. We will indemnify DLPS for any and all damage to DLPS property by any person or persons attending the event. Responsibility for loss, breakage, or need of repair, of any piece of equipment rests with the individual/organization renting the facility and the person signing this agreement will report any such damage to: ISD #22, Administration Center – Operations, PO Box 766, Detroit Lakes, MN 56502 (218-847-9271).
7. We will not hold DLPS responsible for any damages to the personal property of those attending the event or for any injuries to persons attending the event, even if this should include death.
8. DLPS equipment will only be provided as part of this contract as is specifically stated in this contract; and DLPS equipment will be handled by DLPS personnel only.

I have read the above listed information and am in full agreement:

_____ _____

Signature of Requestor (By signing, becoming Policy Holder) Date

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Legal References: Minn. Stat. 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes, Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to Facilities of Secondary Schools)
MSBA/MASA Model Policy 901 (Community Education)
MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

FOR DISTRICT USE ONLY: Permit Number: _____

Facility (Bldg/Rm)	**Rate**	**Total**
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
	Facility Rental Total:	**$** _____

Employee Fees	**Rate**	**Total**
Custodian Fee	$ ____/____	$ _____
Food Service Fee	$ ____/____	$ _____
Sound/Light Oper. Fee	$ ____/____	$ _____
	Employee Fees Total:	**$** _____

Equipment Use Fees	**Rate**	**Total**
_____	$ ____/____	$ _____
_____	$ ____/____	$ _____
	Equipment Use Total:	**$** _____

CONTRACT TOTAL: $ _____

DATE: May 12, 2025

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Renewal of Student Accident Insurance Program**

A proposal was requested from Student Assurance Services, Inc. to renew our Student Accident Insurance Program for the 2025-26 school year. This is a voluntary program designed to offer a level of medical coverage for students involved in school programs and extracurricular activities who may be at risk to sustain an injury.

Administration is recommending approval that Student Assurance Services, Inc. of Stillwater, Minnesota, who is our current provider, be selected for student accident insurance for the 2025-26 school year. Below is a table of this year's rates which have remained the same as the previous five school years.

Premium Description	One Time Policy Year Premium
Full Time Coverage (PK-12) **Does not include Interscholastic Sports Coverage**	$99.00
Full-Time Coverage (Grades 7-12) **Includes Sports Coverage except Football for Grades 9-12**	$174.00
School-Time Coverage (PK-12) **Does not include Sports Coverage**	$16.00
School-Time Coverage (Grades 7-12) **Includes Sports Coverage except Football for Grades 9-12**	$91.00
Football Coverage (Grades 9-12)	$250.00
Extended Dental Coverage (Grades PK-12)	$9.00

cc: Rob Nielsen

DATE: May 6, 2025

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Canine Detection Services Contract (2025-26 School Year)**

Administration recommends renewal of the agreement for Interquest Detection Canine for substance awareness and detection services for the 2025-26 school year. Random inspections occur at Detroit Lakes High School, Detroit Lakes Middle School, and the Detroit Lakes Area Learning Center. The cost of the agreement is for twenty-two (22) half days per site at $340.00 per visit. These services are budgeted annually with funds supported by the Safe School Levy.

Administration recommends approval of this agreement.

cc: Mike Suckert
Josh Omang
Brandon Schlenner
Colin Gedrose
District Liaison Officer

INTERQUEST DETECTION CANINES®

Interquest Detection Canines®

(INTERQUEST)

Detroit Lakes School District

(the District)

This shall serve as an agreement by and between Interquest Detection Canines® and the DISTRICT for substance awareness and detection services for the period of September 2025 through May 2026.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non- aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide 22 Half day visits for the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. The cost for each visit will be $340.00 per team. Multiple canine teams will be charged on a per team basis. Required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits.

DATE: May 12, 2025

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **Print Management Services (2025-2030)**

Proposals were requested from multiple vendors for Print Management Services beginning on August 1, 2025. Our current contract with Advanced Business Methods expires on July 31, 2025. The proposals included contracts for the lease of hardware (printers and copiers), as well as maintenance services for the length of the contract.

Administration and Finance Committee is recommending approval that Marco be selected for Print Management Services beginning August 1, 2025 through July 31, 2030. The annual cost for Print Management Services for the length of the contract will be $79,948.80.

cc: TimVagle
Josh Omang
Mike Suckert
Trisha Mariotti
Emily Sternberg
Andrew Lesch
Karen Nudell

MAP Agreement

APPLICATION NO.	AGREEMENT NO.
3121179	3121179

Meter Reading Contact Person: Hart Andes - hartandes@gooseneckimp.com

Managed Account Program — Phone: 800.892.8548 | Fax: 800.847.3087

The words "**User**," "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Owner**," "**Lessor**," "**we**," "**us**" and "**our**" refer to **Marco Technologies LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS
Detroit Lakes Public Schools District #22			702 Lake Avenue
CITY	**STATE**	**ZIP**	**PHONE**
Detroit Lakes	MN	56501	218-847-9271
BILLING NAME (IF DIFFERENT FROM ABOVE)			**BILLING STREET ADDRESS**
CITY	**STATE**	**ZIP**	**E-MAIL**

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT WITH CONSOLIDATED MINIMUMS

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1	See Attached			

Minimum Payment* $ See Attached

Color Print Allowance See Attached

B&W Print Allowance See Attached

Excess Color Print Charge* $ See Attached

Excess B&W Print Charge* $ See Attached

*plus applicable taxes

MARCO SUPPORT DESK *(By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)*

Do you wish to enroll in the Marco Support Desk for equipment listed herein? ☐ Yes OR ☐ No

Number of Devices Enrolled: 16+

Marco Support Desk Device Monthly Fees

1 - 5 Devices: $10	6 - 15 Devices: $20	16+ Devices: $30

If enrolled, the equipment on this Agreement will qualify for Marco Support Desk. If no box is checked, then you have elected to waive Marco Support Desk coverage for equipment listed herein.

FREQUENCY OF MINIMUM PAYMENT

Please Check One: ☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

(If no box is checked, frequency will be Monthly)

METER READING FREQUENCY

Please Check One: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☑ Annually

(If no box is checked, frequency will be Monthly)

TERM

Term in Months _____

If you are exempt from sales tax, attach your certificate.

SUPPLIES COVERAGE LEVELS

Please Check One: ☑ All Inclusive ☐ HP OEM ☐ No Supplies Included

(If no box is checked, no supplies will be included) *(Billed at Standard Pricing)*

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Marco Technologies LLC			
OWNER	SIGNATURE	TITLE	DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

Detroit Lakes Public Schools District #22	X	TITLE / DATED
CUSTOMER (as referenced above)	SIGNATURE	

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

Detroit Lakes Public Schools District #22	X	TITLE / DATED
CUSTOMER (as referenced above)	SIGNATURE	

FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS *(Continued on Page 2)*

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP;PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to $50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT:YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a service and maintenance arrangement with Supplier, and if indicated by the selection of a Supplies Coverage Level on page 1, for maintenance, inspection, adjustment, parts replacement (excluding ink print heads), drums, cleaning material required for proper operation and toner and developer (collectively, the "Services and Supplies"). Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for equipment may or may not be included in this Agreement. If included, the amount payable under this Agreement for Supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for Supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Services or Supplies. Supplier will be solely responsible for performing all Services and providing all Supplies. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's Service and Supplies obligations. As a convenience to you, we will provide you with one invoice covering amounts owing for your renting of the Equipment under this Agreement and the amounts owning to Supplier for the Services and Supplies. If necessary, Supplier's obligations to you for the Services and Supplies may be delegated by us to another company. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 of this Agreement for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading from you using DCA methods, you will be assessed a $3 fee per month per device for us to collect your meter reads. You agree to pay the applicable excess print charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and excess charges. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s). In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

15. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday – Friday from 7:00 am to 5:00 pm CST via phone or internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes (One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your internet service provider); 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan, and Marco installed meter monitoring software; 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the Equipment; and 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.

marco

Grouped Pool Billing Schedule

APPLICATION NO.	AGREEMENT NO.
3121179	3121179

Meter Reading Contact Person: Hart Andes - hartandes@gooseneckimp.com

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Marco Technologies, LLC**.

PAYMENT SCHEDULE:

Minimum Payment* $ 6,662.40 *plus applicable taxes*

POOL 1 Sharp Printers

Pool Location:

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1	See Attached Schedule A1			
2				
3				
4				
5				

Color Print Allowance 68,724 — Excess Color Print Charge* $ 0.035000

B&W Print Allowance 413,979 — Excess B&W Print Charge* $ 0.003500

POOL 2 HP Printers

Pool Location:

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1	See Attached Schedule A2			
2				
3				
4				
5				

Color Print Allowance 1,012 — Excess Color Print Charge* $ 0.099000

B&W Print Allowance 2,505 — Excess B&W Print Charge* $ 0.013500

POOL 3

Pool Location:

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1				
2				
3				
4				
5				

Color Print Allowance _____ — Excess Color Print Charge* $ _____

B&W Print Allowance _____ — Excess B&W Print Charge* $ _____

POOL 4

Pool Location:

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1				
2				
3				
4				
5				

Color Print Allowance _____ — Excess Color Print Charge* $ _____

B&W Print Allowance _____ — Excess B&W Print Charge* $ _____

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Detroit Lakes Public Schools District #22
CUSTOMER (as referenced above)

X
SIGNATURE

TITLE

DATED

marco

Schedule "A-1"

APPLICATION NO.	AGREEMENT NO.
3121179	3121179

Meter Reading Contact Person: Hart Andes - hartandes@gooseneckimp.com

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC

EQUIPMENT DESCRIPTION

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1	Sharp BP-70C36 -			
2	Sharp BP-70C36 -			
3	Sharp BP-70C45 -			
4	Sharp BP-70C45 -			
5	Sharp BP-70C45 -			
6	Sharp BP-70C45 -			
7	Sharp BP-70C65 -			
8	Sharp BP-70M45 -		N/A	
9	Sharp BP-70M45 -		N/A	
10	Sharp BP-70M45 -		N/A	
11	Sharp BP-70M45 -		N/A	
12	Sharp BP-70M65 -		N/A	
13	Sharp BP-70M65 -		N/A	
14	Sharp BP-70M65 -		N/A	
15	Sharp BP-70M65 -		N/A	
16	Sharp BP-70M65 -		N/A	
17	Sharp BP-70M65 -		N/A	
18	Sharp BP-70M65 -		N/A	
19	Sharp BP-70M65 -		N/A	
20	Sharp BP-70M65 -		N/A	
21				
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CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy

Detroit Lakes Public Schools District #22	X	TITLE
		DATED
CUSTOMER (as referenced above)	SIGNATURE	

marco

Schedule "A-2"

APPLICATION NO.	AGREEMENT NO.
3121179	3121179

Meter Reading Contact Person: Hart Andes - hartandes@gooseneckimp.com

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC

EQUIPMENT DESCRIPTION

	MAKE/MODEL/ACCESSORIES		SERIAL NUMBER	START METER COLOR	START METER BW
1	HP E50145DN -			N/A	
2	HP E50145DN -			N/A	
3	HP E47528F -				
4	HP X55745DN -				
5	HP X55745DN -				
6	HP X55745DN -				
7	HP E55040 -	Penny Asset	JPBC1ACGD3		
8	HP E50145 -	Penny Asset	JPCC10PHKS		
9	HP E47528 -	Penny Asset	CNCRRBR81X		
10	HP E55040 -	Penny Asset	JPBCN3219T		
11	HP E47528 -	Penny Asset	CNCRRBR86P		
12	HP E55040 -	Penny Asset	JPBCP5K207		
13	HP E50145 -	Penny Asset	JPCC10PH92		
14	HP M404DN -	Penny Asset	VNG3B25145		
15	HP M712N -	Penny Asset	CNDCJ5L0W5		
16	HP E55040 -	Penny Asset	JPBCP3J1L0		
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CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy

Detroit Lakes Public Schools District #22

CUSTOMER (as referenced above)

X

SIGNATURE

TITLE

DATED

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO.
3121179

Phone: 800.892.8548 I Fax: 800.847.3087

Addendum to Agreement # _____ and any future supplements/schedules thereto, between Detroit Lakes Public Schools District #22, as Customer and Marco Technologies LLC, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "Youshall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."
Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."
Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.
Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."
Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:
This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.
To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.
Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.
The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.
The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LESSOR ACCEPTANCE	*CUSTOMER ACCEPTANCE*
Marco Technologies LLC	Detroit Lakes Public Schools District #22
LESSOR	CUSTOMER
X	X
SIGNATURE	SIGNATURE
TITLE DATE	TITLE DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

marco

Delivery & Acceptance Certificate

APPLICATION NO.
3121179

Phone: 800.892.8548 | Fax: 800.847.3087

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between **Marco Technologies LLC** as Lessor/Secured Party and the undersigned as Customer. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items described in the Agreement (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon your signing below, your promises in the Agreement will be irrevocable and unconditional in all respects.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - COLOR	STARTING METER - B&W
1. Sharp BP-70C36 -			
2. Sharp BP-70C36 -			
3. Sharp BP-70C45 -			
4. Sharp BP-70C45 -			
5. Sharp BP-70C45 -			
6. Sharp BP-70C45 -			
7. Sharp BP-70C65 -			
8. Sharp BP-70M45 -		N/A	
9. Sharp BP-70M45 -		N/A	
10. Sharp BP-70M45 -		N/A	
11. Sharp BP-70M45 -		N/A	
12. Sharp BP-70M65 -		N/A	
13. Sharp BP-70M65 -		N/A	
14. Sharp BP-70M65 -		N/A	
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17. Sharp BP-70M65 -		N/A	
18. Sharp BP-70M65 -		N/A	
19. Sharp BP-70M65 -		N/A	
20. Sharp BP-70M65 -		N/A	
21. HP E50145DN -		N/A	
22. HP E50145DN -		N/A	
23. HP E47528F -			
24. HP X55745DN -			
25. HP X55745DN -			
26. HP X55745DN -			
27. HP E55040 -	**Penny Asset** JPBC1ACGD3		
28. HP E50145 -	**Penny Asset** JPCC10PHKS		
29 HP E47528 -	**Penny Asset** CNCRRBR81X		
30 HP E55040 -	**Penny Asset** JPBCN3219T		
31. HP E47528 -	**Penny Asset** CNCRRBR86P		
32. HP E55040 -	**Penny Asset** JPBCP5K207		
33. HP E50145 -	**Penny Asset** JPCC10PH92		

CUSTOMER ACCEPTANCE

CUSTOMER	SIGNATURE	TITLE	ACCEPTANCE DATE
Detroit Lakes Public Schools District #22	X		

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

marco

Delivery & Acceptance Certificate

APPLICATION NO.
3121179

Phone: 800.892.8548 | Fax: 800.847.3087

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between **Marco Technologies LLC** as Lessor/Secured Party and the undersigned as Customer. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

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EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES		SERIAL NO.	STARTING METER - COLOR	STARTING METER - B&W
34. HP M404DN -	**Penny Asset**	VNG3B25145		
35. HP M712N -	**Penny Asset**	CNDCJ5L0W5		
36. HP E55040 -	**Penny Asset**	JPBCP3J1L0		
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CUSTOMER ACCEPTANCE

Detroit Lakes Public Schools District #22	X		
CUSTOMER	SIGNATURE	TITLE	ACCEPTANCE DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

PURCHASE OF SERVICE AGREEMENT
Mental Health Therapy Services
Detroit Lakes Independent School District &
Stellher Human Services, Inc.
July 1, 2025 - June 30, 2026

Term

This agreement is entered into effective July 1, 2025 by and between the Detroit Lakes School District, ("District") and Stellher Human Services, Inc. ("Contractor") for services in the period July 1, 2025 to June 30, 2026.

RECITALS

The District has need of mental health intervention and treatment services for children and adolescents who have an emotional disturbance or who are at-risk of developing emotional or behavioral disorders. The purpose of these services is to reduce the risk of onset of emotional and behavioral problems and to provide the appropriate treatment and follow-up services to children who already have an emotional disturbance. The District and Contractor desire to enter into this agreement to combine their resources and thereby provide mutually agreed upon services to students and families with the above needs.

AGREEMENT

I. Contractors Duties

A. The Contractor will provide individual and group therapy and/or skills building for students with an emotional disturbance, emotional behavioral disorder or serious mental health problem.

B. Services will be provided by a Therapist (Mental Health Professional or by a master's level Practitioner as defined in M.S. 245.4871, Subd. 26). The Therapist will be available to provide services both during the school year and in the summer.

C. The Contractor will provide .2 FTE's comprised of Mental Health Professionals, Mental Health Practitioners and Clinical Trainees to provide services to children.

D. The Contractor shall be responsible for all compensation, fringe benefits, liability insurance, mileage and compliance with all State and Federal laws governing employment relationships to the employee by the employer.

E. The Contractor will coordinate services with the District and other agencies that may be providing services to the child.

F. The Contractor shall, in writing within 10 days, notify the District whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services.

II. Duties of the District

A. The District will identify and refer students to the program.

B. The District will coordinate other district services that the student might be receiving with the Contractor's staff and will assist the Contractor's staff in scheduling and accessing students for treatment sessions.

C. The District will provide appropriate space and other needed furnishings, equipment and support for conducting treatment sessions.

III. Terms of Payment

A. The Stellher budget for the 2025-2026 school year for the .2 FTE's and Clinical Supervision is $15,189.93. Of that amount, the District will be responsible for $8,388.

B. The Contractor will bill the District nine (9) monthly installments of $932.00 starting September 1, 2025. The District will make payment to the Contractor within 15 days of receipt of each billing.

C. The Contractor will bill Minnesota Health Care Programs and other third-party payers for services to eligible clients.

D. It is understood that if the State source or other sources of funds on behalf of any of the parties is not obtained at a level sufficient to purchase the service, the obligation of each party under this agreement may be revised or terminated.

E. The Contractor shall not charge any program or service fee to contract eligible clients (students and/or their families). School Linked Mental Health grant funds will be used to pay for services to uninsured and underinsured families and for consultation with staff, parents and other activities not reimbursable by third parties.

V. Eligibility for Services

A. Eligible students are those who have been identified by the District as needing mental health services.

B. Eligibility for mental health services reimbursable by Minnesota Health Care Programs is determined in accordance with MN Statutes 256B.0943, Children's Therapeutic Services and Supports, and other statutes and rules applicable to those programs.

C. If a contract eligible client is no longer eligible to receive purchased services or services are no longer needed or appropriate, the Contractor shall notify the School within ten working days of the determination.

VI. Reports and Records

A. The Contractor agrees to submit financial and statistical reports to the District upon their request or at least annually.

B. The Contractor agrees to keep complete books and records according to generally accepted accounting principles, which shall fully document receipts and expenditures under this contract. Contractor further agrees to maintain all records pertaining to the contract at its office for four years for audit purposes.

VII. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

VIII. Equal Employment Opportunity, Civil Rights, Nondiscrimination & Human Rights

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504, and the Minnesota Human Rights Act (M.S. ch. 363). The School encourages the recruitment and consideration of qualified mental health consumers and family members for positions funded under this contract.

IX. Indemnification and Insurance

All parties herein agree to fully exonerate, indemnify and hold harmless one another from and against all claims or actions and all expenses and cost including attorney's fees incidental to the defense of any such claims or actions based upon or arising out of damage or injury (death) to person or property caused by or sustained in connection with the performance of this Agreement. The Contractor further agrees, in order to protect itself and the other parties under the indemnity provisions above, to always during the term of this contract, have and keep in force a liability insurance policy in the amount of $1,000,000 for each occurrence and $3,000,000 general aggregate.

X. Termination

All parties herein agree that should any of the parties participating in this agreement for reasons beyond their control be unable to secure adequate funding for the purposes herein and upon 30 days' notice be able to revise or terminate their obligations to this agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

_____ _____

Detroit Lakes Superintendent Date

_____ _____

Stellher Human Services, Inc., CEO Date

PURCHASE OF SERVICE AGREEMENT
Mental Health Therapy Services
Detroit Lakes Independent School District &
Stellher Human Services, Inc.
July 1, 2025 - June 30, 2026

Term

This agreement is entered into effective July 1, 2025 by and between the Detroit Lakes School District, ("District") and Stellher Human Services, Inc. ("Contractor") for services in the period July 1, 2025 to June 30, 2026.

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The District has need of mental health intervention and treatment services for children and adolescents who have an emotional disturbance or who are at-risk of developing emotional or behavioral disorders. The purpose of these services is to reduce the risk of onset of emotional and behavioral problems and to provide the appropriate treatment and follow-up services to children who already have an emotional disturbance. The District and Contractor desire to enter into this agreement to combine their resources and thereby provide mutually agreed upon services to students and families with the above needs.

AGREEMENT

I. Contractors Duties

A. The Contractor will provide individual and group therapy and/or skills building for students with an emotional disturbance, emotional behavioral disorder or serious mental health problem.

B. Services will be provided by a Therapist (Mental Health Professional or by a master's level Practitioner as defined in M.S. 245.4871, Subd. 26). The Therapist will be available to provide services both during the school year and in the summer.

C. The Contractor will provide 9.8 FTE's comprised of Mental Health Professionals, Mental Health Practitioners and Clinical Trainees to provide services to children.

D. The Contractor shall be responsible for all compensation, fringe benefits, liability insurance, mileage and compliance with all State and Federal laws governing employment relationships to the employee by the employer.

E. The Contractor will coordinate services with the District and other agencies that may be providing services to the child.

F. The Contractor shall, in writing within 10 days, notify the District whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services.

II. Duties of the District

A. The District will identify and refer students to the program.

B. The District will coordinate other district services that the student might be receiving with the Contractor's staff and will assist the Contractor's staff in scheduling and accessing students for treatment sessions.

C. The District will provide appropriate space and other needed furnishings, equipment and support for conducting treatment sessions.

III. Terms of Payment

A. The Stellher budget for the 2025-2026 school year for the 9.8 FTE's and Clinical Supervision is $771,823.30. Of that amount, the District will be responsible for $199,998.

B. The Contractor will bill the District nine (9) monthly installments of $22,222 starting September 1, 2025. The District will make payment to the Contractor within 15 days of receipt of each billing.

C. The Contractor will bill Minnesota Health Care Programs and other third-party payers for services to eligible clients.

D. It is understood that if the State source or other sources of funds on behalf of any of the parties is not obtained at a level sufficient to purchase the service, the obligation of each party under this agreement may be revised or terminated.

E. The Contractor shall not charge any program or service fee to contract eligible clients (students and/or their families). School Linked Mental Health grant funds will be used to pay for services to uninsured and underinsured families and for consultation with staff, parents and other activities not reimbursable by third parties.

V. Eligibility for Services

A. Eligible students are those who have been identified by the District as needing mental health services.

B. Eligibility for mental health services reimbursable by Minnesota Health Care Programs is determined in accordance with MN Statutes 256B.0943, Children's Therapeutic Services and Supports, and other statutes and rules applicable to those programs.

C. If a contract eligible client is no longer eligible to receive purchased services or services are no longer needed or appropriate, the Contractor shall notify the School within ten working days of the determination.

VI. Reports and Records

A. The Contractor agrees to submit financial and statistical reports to the District upon their request or at least annually.

B. The Contractor agrees to keep complete books and records according to generally accepted accounting principles, which shall fully document receipts and expenditures under this contract. Contractor further agrees to maintain all records pertaining to the contract at its office for four years for audit purposes.

VII. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

VIII. Equal Employment Opportunity, Civil Rights, Nondiscrimination & Human Rights

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504, and the Minnesota Human Rights Act (M.S. ch. 363). The School encourages the recruitment and consideration of qualified mental health consumers and family members for positions funded under this contract.

IX. Indemnification and Insurance

All parties herein agree to fully exonerate, indemnify and hold harmless one another from and against all claims or actions and all expenses and cost including attorney's fees incidental to the defense of any such claims or actions based upon or arising out of damage or injury (death) to person or property caused by or sustained in connection with the performance of this Agreement. The Contractor further agrees, in order to protect itself and the other parties under the indemnity provisions above, to always during the term of this contract, have and keep in force a liability insurance policy in the amount of $1,000,000 for each occurrence and $3,000,000 general aggregate.

X. Termination

All parties herein agree that should any of the parties participating in this agreement for reasons beyond their control be unable to secure adequate funding for the purposes herein and upon 30 days' notice be able to revise or terminate their obligations to this agreement.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

_____ _____

Detroit Lakes Superintendent Date

_____ _____

Stellher Human Services, Inc., CEO Date

School Board Meeting Agenda Memorandum

Kylie Johnson, HR Director
Detroit Lakes Public Schools
kyliejohnson@detlakes.k12.mn.us

DATE: May 5, 2025

TO: Mark Jenson, Superintendent and Board of Education

FROM: Kylie Johnson – Human Resources Director

SUBJECT: **Schedule C Committee Recommendations**

The Schedule C Ad Hoc Committee met on May 5, 2025 to review the requests and rationale for proposed changes to Schedule C compensation. The committee has the following recommendations:

1. **Girls Swim & Dive:** Review of season length, comparison of fall activities internally and across other districts. The committee does not recommend an increase in compensation at this time.
2. **HS Instrumental Music Director:** The committee recommends removal of "marching in the NW Water Carnival Parade at a minimum" from OTHER CONDITIONS. Student participation declines during the summer and would not be an accurate representation of the District's marching band.
3. **MS 7th/8th Golf**: The committee recommends an increase in compensation from 4.0% to 4.5%. The MS golf season is the same length as other MS spring sports and is currently the only MS spring coaching payment at 4.0%- all other MS spring activity coaches are paid at 4.5%.
4. **Speech (Correction):** In 2019, a schedule C change was enacted increasing the Assistant Varsity Coach from 4.5% to 7%. This aligns with other activities in which the head coach is paid 11%. An error occurred omitting the revision from Schedule C. The change will be reflected in the 2025-27 EMDL contract.

Additional Items for Consideration:

State Tournament & Clinic: Coaches are currently allotted one day to attend state clinic or tournament each year. Request for consideration that two days be allotted to attend clinic and tournament.

Administration recommends approval for consideration during the EMDL 2025-27 contract negotiations.

CC: Rob Nielsen
Tim Siewert
Jennifer Burnside
Jason Kuehn
Brett Maass
Josh Omang
Kathy Owens
Matie Hanson

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 410
Date Revised: 11/10/08; 11/12/20; 11/15/21,02/26/24	

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 U.S.C. § 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 the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address parental care needs; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 U.S.C. § 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 child 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.

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 Veteran 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 reduce 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 by the employer. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

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

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition;; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

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

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

2. If the 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 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, school district may require the employee to continue taking leave until the end of the semester.

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

VI. OTHER

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

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

VII. DISSEMINATION OF POLICY

A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.

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)
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. pt. 825 (Family and Medical Leave Act)

Cross References:

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 412
Date Revised: 07/10/13; 12/20/16; 11/15/21	

412 - EXPENSE REIMBURSEMENT

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

I. PURPOSE

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

II. AUTHORIZATION

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

III. REIMBURSEMENT

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

B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

IV. AIRLINE TRAVEL CREDIT

A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.

1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.

2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.

B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.

C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

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

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

Cross References:
MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members.

Date Adopted: 08/31/87	File Number: Detroit Lakes Policy - 413
Date Revised: 02/09/04; 07/12/04;05/11/09, 04/14/11, 07/10/13; 12/21/20; 11/15/21,06/23/25	

413 - HARASSMENT AND VIOLENCE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator or other school district personnel harasses a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.

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

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

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

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

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

D. Protected Classifications; Definitions

1. "Disability" means with respect to an individual who:

a. has a physical, sensory or mental impairment that materially limits one or more major life activities of such individual;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

2. "Familial status" means the condition of one or more minors 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 or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. "Sexual orientation" means 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 includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts, or forcing a person to touch any

person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. touching, patting, grabbing, or pinching another person's intimate parts;

b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

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

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building - The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or

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

F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to a human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District. The school board hereby designates the Human Resources Manager 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.

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, or work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures.

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

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

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

V. INVESTIGATION

A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

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

B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by

the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES.

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes Chapter260E 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.

E. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)

Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
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:
MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

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414 - MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

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 Statute 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 Statute Chapter 260C (Juvenile Safety and Placement) and Minnesota Statute Chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statute section 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 Reporters" 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 or 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:

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 by 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 Statute section 260C.007, Subdivision4 6, Clause (5);

7. chronic and severe use of alcohol or a controlled substance by a parent or 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 which 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 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 responsibility 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 Statute section 125A.0942 or section 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 Statute 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 which 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, that 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 Statute 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 Statute 121A.58.

H. "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.

I. "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 Minnesota Statute section 609.341, Subdivision 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subdivision 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 which requires registration under Minnesota Statute section 243.166, Subdivision 1b(a) or (b) (Registration of Predatory Offenders).

M. **"**Threatened injury" means a statement, over 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 police department, or tribal social services agency. 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 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.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV.A., above, and there is no requirement to file more than one report, if the initial report is made to MDE, it would be helpful to MDE if schools also report to MDE.]

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, <u>not</u> 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 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 Statute 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.

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. 4 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 Weapons)
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*:** MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adult

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415 - MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

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. § 609.341between a facility staff person or a person providing services in the facility and a resident,

patient, or client of that facility.

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

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

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

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

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

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

F. "Mandated Reporters" means a 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 of 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 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 Statute section626.5572, Subd. 17.

J. "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 Statute Chapter 245A, except as excluded under Minnesota Statute section 626.5572, Subdivision 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 condition that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the condition or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

K. "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.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minnesota Statutes section 13.02 to the extent necessary to comply with the above reporting requirements.

D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.

F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rest 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*:** MSBA/MASA Model Policy 103 (Complaints-Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)
MSBA/MASA Model Policy 403 (Discipline Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

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416 DRUG, ALCOHOL, AND CANNABIS TESTING

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

I. PURPOSE

A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug, alcohol, and cannabis use will not only be safer, healthier, and more productive, but will also be more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota State sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;

2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;

3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by section 181.952; or

4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

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

A. General Statement of Policy

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

B. Definitions

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

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the (EBT).

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substance use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, Local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); or (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen

because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

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

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.

4. The school district shall require each driver to sign a statement certifying that the driver has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district

premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

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

H. Testing Requirements

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

1. Pre-Employment Testing

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

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

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

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified

adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whther the driver (1) has a verified positive, adulterated, or substituted controlled substance test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

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

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test

within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

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

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

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

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

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

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, Or just after the period of the work day. The test

shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

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

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

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

8. Refusal to Submit and Attendant Consequences

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

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver

applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

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

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury,

inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventh-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor with ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

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

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an SST using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use

of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

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

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [**Medtox, St. Cloud, Minnesota, 800-508-9675/320-251-9675**], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 Code of Federal Regulations section 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

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

Basic records	5 years

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

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

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

3. Personal Information

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

a. The name of the person tested;
b. Any verified positive, adulterated, or substituted drug test result;
c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
d. Any refusal to submit to any test required hereunder;
e. Any report by a supervisor of actual knowledge of use as follows
    a. Any on-duty alcohol use;
    ii. Any pre-duty alcohol use;
    iii. Any alcohol use following an accident; and
    iv. Any controlled substance use.
f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
g. Any negative return-to-duty test; and
h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

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

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

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

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

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing

of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

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

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

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

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

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.

2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.).

8. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

9. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

10. "Random Selection Basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.

11. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

12. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions:

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, alcohol, or cannabis testing, unless the testing is done pursuant to this policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, Subdivision 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, alcohol, or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;

b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;

c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;

d. a position of employment funded by a federal grant; or

e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol

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

a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.

c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Random Testing

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

5. Reasonable Suspicion Testing

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

a. is under the influence of cannabis, drugs, or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes section 176.011, Subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

6. Treatment Program Testing

The school district may request or require any employee to undergo cannabis or drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis or drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

7. Routine Physical Examination Testing

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

C. No Legal Duty to Test

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

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

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

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

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

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as a positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statute section 181.953, Subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The

confirmatory retest must use the same cannabis, drug, or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a cannabis, drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the cannabis, drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes Chapter 43A or other applicable state or local law, or a judicial

proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.75 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis;)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis;)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Date Adopted: 06/13/83	File Number: Detroit Lakes Policy - 417
Date Revised: 10/13/97, 08/10/2009, 07/10/2013; 12/20/21, 09/26/22	

417 - CHEMICAL USE/ABUSE

[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to DrugFree Workplace/DrugFree School.

B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse pre assessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The school district shall establish a drug-free awareness program for employees.

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

III. DEFINITIONS

A. ”Chemical abuse," as applied to students means use of any psychoactive or mood altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor’s normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes sections 152.02 and "marijuana" as defined in Minnesota Statutes sections 152.01, subdivision 9. But not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of Controlled Substances Act 21 United States Code section 812, including analogues and look alike drugs.

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

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

IV. STUDENTS

A. Districtwide School Discipline Policy

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

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C <u>Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance.</u>

2. Students involved in the abuse, possession, transfer, distribution or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40121A.56, and proposed for expulsion.

3. Searches by school district officials in connection with the use, possession, or transfer, of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

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

D. Preassessment Team.

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices.

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.

2. Destruction of Records.

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with

information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E. 2. notwithstanding Minnesota Statutes 138.163. (Preservation and Disposal of Public Records).

F. Consent

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

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

V. EMPLOYEES

A. The school district shall establish drug free awareness program to inform employees:

1. The dangers of drug abuse in the workplace.

2. The school district's policy of maintaining a drug-free workplace.

3. Available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The school district shall notify a federal granting agency required to be notified under the DrugFree Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. 121A.25121A.29 (Chemical Abuse)
Minn. Stat. 121A.40121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. 121A.61 (discipline and Removal of Students from Class)
Minn. Stat. 124D.695 (Approved Recovery Program Funding)
Minn. Stat. 126.C44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. §144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)

Minn Stat. 152.01 (Definitions)
Minn. Stat. 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. 299A.33 (DARE Program)
Minn. Stat. 466.07, subd. 1 (Indemnification Required)
Minn. Stat. 609.101, subd. 3€ (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 71017122 (Student Support and Academic Enrichment Grants)
41 U.S.C. §§ 8101-8106 (DrugFree Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for DrugFree Workplace)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Policy 418 (DrugFree Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (tobacco-Free Environment; Possession And Use of Tobacco, Tobacco-Related Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Date Adopted: 10/11/93	File Number: Detroit Lakes Policy - 418
Date Revised: 01/11/99, 08/10/2009, 07/10/2013; 12/20/21, 09/25/23; 06/23/25	

418 - DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, ~~non intoxicating cannabinoids~~, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, ~~non intoxicating cannabinoids~~, edible cannabinoid products, or controlled substances, in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage Containing more than one half percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

~~D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.~~

E. "Medical cannabis" means any species of genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method, excluding smoking, approved by the Commissioner of the Minnesota Department of Health.

D. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, ~~non-intoxicating cannabinoids,~~ or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, Subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

[NOTE: The 2024 Minnesota legislature amended this law to add this protection.]

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, ~~non intoxicating cannabinoids,~~ or edible cannabinoid products, must comply with the school district's student medication policy.

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

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, ~~non intoxicating cannabinoids,~~ or edible cannabinoid products, are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

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

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, ~~non intoxicating cannabinoids,~~ or edible cannabinoid products, in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, ~~non-intoxicating cannabinoids,~~ or edible cannabinoid products, on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, ~~non-intoxicating cannabinoids,~~ or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. <u>Students</u>

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. The student may be referred to a drug or alcohol assistance or rehabilitation program; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counseling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

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

C. The Public

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

Legal References:

Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)

Minn. Stat. § 152.01, Subd. 15a (Definitions)

Minn. Stat. § 152.0264 (Cannabis Sale Crimes)

Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)

Minn. Stat. § 152.23 (Limitations; Medical Cannabis)

Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)

Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)

Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)

Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)

Minn. Stat. § 342.56 (Limitations)

Minn. Stat. § 609.684 (Abuse of Toxic Substances)

Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)

20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)

21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)

34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

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

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

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statute* section *144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minnesota Statute section 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]

I. **PURPOSE**

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

II. **GENERAL STATEMENT OF POLICY**

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student to possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

[Note: The following language is not required by law but is recommended by MSBA for inclusion in this policy.]

D. ***The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.***

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco-related products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for

conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

[Note: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)

Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 401
Date Revised: 11/09/98, 08/10/2009, 7/10/2013; 06/09/2014, 12/19/2016; 6/21/2021, 05/19/25	

401 - EQUAL EMPLOYMENT OPPORTUNITY

[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minnesota~~.~~ Statutes section§ 363A.03, Subdivision~~.~~ 44.]

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.

D. Every school district employee shall be responsible for following this policy.

E. Any person having a question regarding this policy should discuss it with the Human Resources Director.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross Reference: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

MEMORANDUM OF UNDERSTANDING
Re: DLESP 2025 District Health Insurance Contribution

WHEREAS, Independent School District (ISD) #22, and Education Minnesota- Detroit Lakes Educational Support Professionals (DLESP) are interested in entering into a mutual agreement for purposes of maintaining affordable single health plan coverage as defined by the Affordable Care Act (ACA), and

NOW, THEREFORE BE IT AGREED UPON by ISD #22, and DLESP mutually agree to the following:

1. Article VII, Section 2 of the 2023-2025 Master Agreement states:
   Section 2. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute **$450/month** for 2023-24 and 2024-25, toward the premium for individual coverage for eligible employees enrolled in a single plan, not to exceed $5,400 annually. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2. For the time period July 1, 2025 through June 30, 2026, the District's contribution toward single health and hospitalization insurance shall increase from $450 per month to $700 per month, not to exceed $8,400 annually.

3. This agreement assumes a minimum District contribution of $700 per month toward a single coverage health insurance plan in year two (26-27).

4. This agreement does not impact the District's contribution toward family health and hospitalization insurance in either year (25-26, 26-27) of the master agreement. Any changes made toward family contributions may occur through the bargaining process.

5. The District's cost incurred as a result of this increased monthly contribution will be calculated and included in the final settlement package.

6. This agreement does not set a precedent for future similar situations in ISD #22.

7. The terms of this agreement shall commence upon all signatures received.

8. The terms of this agreement shall be superseded by the finalized Master Agreement between Independent School District No. 22 Detroit Lakes, Minnesota and Education Minnesota- Detroit Lakes Educational Support Professionals (DLESP) July 1, 2025 through June 30, 2027.

Susan Wojtasek — 5-13-25

DLESP President — Date

Michelle Jensen — 5-13-25

Education Minnesota Representative — Date

5-13-25

Superintendent — Date

5-13-25

ISD #22 School Board Representative — Date

Detroit Lakes Public Schools
Monthly Enrollment Summary - FY 2025
May 1, 2025

Roosevelt					
Grade	Current	Previous (Apr)	Opening Day	Sections	Per Section
K	84	84	84	4	21.0
1	91	91	89	4	22.8
2	95	94	95	4	23.8
3	95	94	96	4	23.8
4	99	100	99	4	24.8
5	96	96	97	4	24.0
RSVT Total	**560**	**559**	**560**	**24**	**23.3**
Difference		**1**	**-**		**Avg/section**

Rossman					
Grade	Current	Previous (Apr)	Opening Day	Sections	Per Section
K	88	88	91	4	22.0
1	97	97	101	5	19.4
2	89	90	88	4	22.3
3	94	95	99	4	23.5
4	94	94	95	4	23.5
5	98	98	95	4	24.5
RSM Total	**560**	**562**	**569**	**25**	**22.4**
Difference		**(2)**	**(9)**		**Avg/section**

Middle School			
Grade	Current	Previous (Apr)	Opening Day
6	210	212	213
7	200	201	199
8	203	205	211
MS Total	**613**	**618**	**623**
Difference		**(5)**	**(10)**

High School			
Grade	Current	Previous (Apr)	Opening Day
9	202	202	214
10	193	193	206
11	166	166	187
12	198	198	206
HS Total	**759**	**759**	**813**
Difference		**-**	**(54)**

Online	
Grade	Current
9	6
10	7
11	21
12	21
Total Online	**55**
Opening Day	**24**
Apr 2025	**55**

ALC			
Grade	Current	Previous (Apr)	Opening Day
9	3	3	-
10	11	11	6
11	17	22	18
12	23	23	33
Total	**54**	**59**	**57**
	Difference	**(5)**	(3)

District Wide Summary			
Pre-K	**50**		
K	**172**		
1	**188**		
2	**184**		
3	**189**		
4	**193**		
5	**194**		
	948		
6	**210**		
7	**200**	**Laker Online**	**55**
8	**203**	**Transitions**	**17**
	613	**Rossman**	**560**
		Roosevelt	**560**
9	**211**	**DLMS**	**613**
10	**211**	**DLHS**	**759**
11	**204**	**ALC**	**54**
12	**259**	**PSEO**	**-**
	885	**Pre-K**	**50**
Total	**2,668**	**Monthly Total**	**2,668**

Comparisons		
Last Month Report		**2,679**
	Difference	**(11)**
2024-25 Opening Day		**2,714**
	Difference	**(46)**

Pre K	
ADM*	**50**

Detroit Lakes Public Schools
Monthly Enrollment Summary
2024-2025

Month: ***May***

D.L. Preschool Special Ed.

	EIC	ECSE	Total
Roosevelt	40	100	140

Non-resident Preschool Special Ed.

	EIC	ECSE	Total
Roosevelt	2	8	10

KINDERGARTEN

	Kind.	Kind SpEd	Total
Roosevelt	56	28	84
Rossman	69	19	88
Totals	125	47	172

GRADES 1 - 5

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Total
Roosevelt	91	95	95	99	96	476
Rossman	97	89	94	94	98	472
Totals	188	184	189	193	194	948

ELEMENTARY TOTALS

Kindergarten	Gr.1-5	Total
172	948	1120

MIDDLE SCHOOL

	Grade 6	Grade 7	Grade 8	Total
Middle School	210	200	203	613

SENIOR HIGH

	Grade 9	Grade 10	Grade 11	Grade 12	Subtotal	PSEO/F	PSEO/P	Total
Senior High	202	193	166	198	759	0	0	759

E-LAKER ONLNE

	Grade 9	Grade 10	Grade 11	Grade 12	Total
E-Laker	6	7	21	21	55

2024-2025 K-12 Total

2618

2023-2024 K-12 Total

2379

2022-2023 K-12 Total

2682

MONTHLY TOTALS*

EIC	42
ECSE	108
Kind. Sp. Ed.	47
Kindergarten	125
Grades 1-5	948
Middle School	613
Senior High	759
E-Laker	55
Laker Transitions	17
ALC	54
TOTAL	2768

***Does not include non-resident students on tuition agreement**

ALC

D.L.	45
Other	9
Total	54

LAKER TRANSITIONS

D.L.	12
Other	5
Total	17

Detroit Lakes Public Schools
Yearly Enrollment Summary
2024-2025

Date: *May*

EIC									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	28	31	35	28	31	35	38	39	40

ECSE									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	55	63	82	89	84	89	97	99	100

EIC -- Non Resident									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	0	0	0	2	2	2	2	2	2

ECSE -- Non Resident									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	5	3	4	5	7	7	8	8	8

Kindergarten - Special Ed.									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	23	23	21	25	25	25	25	28	28
Rossman	22	21	21	21	21	21	20	19	19
Totals	45	44	42	46	46	46	45	47	47

Kindergarten									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	61	62	64	58	58	58	59	56	56
Rossman	69	70	70	71	69	69	68	69	69
Totals	130	132	134	129	127	127	127	125	125

Kindergarten Total									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	84	85	85	83	83	83	84	84	84
Rossman	91	91	91	92	90	90	88	88	88
Totals	175	176	176	175	173	173	172	172	172

Grade One									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	89	90	89	90	89	89	91	91	91
Rossman	101	98	98	99	98	97	96	97	97
Totals	190	188	187	189	187	186	187	188	188

Grade Two									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	95	93	94	94	95	95	94	94	95
Rossman	88	90	90	90	91	89	90	90	89
Totals	183	183	184	184	186	184	184	184	184

Grade Three									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	96	95	95	94	95	97	96	94	95
Rossman	99	97	98	99	98	96	95	95	94
Totals	195	192	193	193	193	193	191	189	189

Grade Four									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	99	99	99	97	98	100	100	100	99
Rossman	95	95	95	96	95	94	94	94	94
Totals	194	194	194	193	193	194	194	194	193

Grade Five									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Roosevelt	97	94	96	96	97	96	95	96	96
Rossman	95	94	95	95	98	98	98	98	98
Totals	192	188	191	191	195	194	193	194	194

Detroit Lakes Public Schools
Yearly Enrollment Summary
2024-2025

Date: _____*May*_____

Grades 1 - 5 Totals									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Rsvlt/MS	476	471	473	471	474	477	476	475	476
Rossman	478	474	476	479	480	474	473	474	472
Totals	954	945	949	950	954	951	949	949	948

ALC									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Resident	45	49	43	40	42	49	47	48	45
Non-Resid.	12	11	14	8	8	7	8	9	9
Total	57	60	57	48	50	56	55	57	54

Middle School									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Gr. Six	213	212	212	211	212	214	214	212	210
Gr. Seven	199	198	200	201	201	200	200	201	200
Gr. Eight	211	208	210	209	209	207	208	205	203
Totals	623	618	622	621	622	621	622	618	613

E-Laker Online									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Resident	18	28	28	26	26	42	41	40	40
Non-Resid.	10	11	11	10	10	15	15	15	15
Total	28	39	39	36	36	57	56	55	55

Senior High									
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Gr. Nine	214	207	206	205	207	203	201	202	202
Gr. Ten	206	199	198	198	198	196	194	193	193
Gr. Eleven	187	182	177	175	175	166	167	166	166
Gr. Twelve	206	208	207	207	208	198	198	198	198
Subtotals	813	796	788	785	788	763	760	759	759
PSEO-FT	0	-	-	-	-	-	-	-	-
PSEO-PT	0	-	-	-	-	-	-	-	-
Totals	813	796	788	785	788	763	760	759	759

Detroit Lakes Public Schools
Elementary Grade Sections
2024-2025

Month: *May*

		Roosevelt		Rossman		Grade Average
Kindergarten						***21.50***
	Section 1&3	22	21	22	23	
	Section 2&4	21	20	22	21	
	Section 5					
Building Average			*21.00*		*22.00*	
Grade 1						***20.67***
	Section 1&3	24	23	20	20	
	Section 2&4	21	21	20	19	
	Section 5			18		
Building Average			*22.25*		*19.40*	
Grade 2						***22.88***
	Section 1&3	24	23	22	22	
	Section 2&4	24	23	23	22	
	Section 5					
Building Average			*23.50*		*22.25*	
Grade 3						***23.38***
	Section 1&3	24	23	24	24	
	Section 2&4	24	22	24	22	
	Section 5					
Building Average			*23.25*		*23.50*	
Grade 4						***24.13***
	Section 1&3	25	24	23	24	
	Section 2&4	25	25	23	24	
	Section 5					
Building Average			*24.75*		*23.50*	
Grade 5						***24.25***
	Section 1&3	24	25	25	24	
	Section 2&4	22	25	24	25	
	Section 5					
Building Average			*24.00*		*24.50*	

The district class size average for K-5 is: **20.77**

The class size average on this page is different than the class size average calculated by the State. The class size average on this page reflects students in a classroom with the regular classroom teacher and does not count specialists such as music, phy.ed. and art teachers which the state uses in calculating class size average.

INDEPENDENT SCHOOL DISTRICT #22
FINANCE COMMITTEE MEETING AGENDA
Finance Committee Meeting - May 14, 2025

Members Present:

Mickey Okeson	**Sanford Nelson**	**Julie Smith-Yliniemi**
Mark Jenson	**Jason Kuehn**	

A Finance Committee Meeting was held on Wednesday, May 14th at the District Office. The agenda was as follows:

1. Review of Receipts and Disbursements

Receipts for the month of April totaled $4,959,864.90. Receipts of note included Student Activity Account deposits, Food Service catering agreements, quarterly Federal Aid reimbursements, monthly Food & Nutrition Services reimbursements, a closeout payment reimbursing Summer Unemployment costs from 2023-24, and metered State Aid payments for general education funding.

Two sets of disbursement were reviewed by the Finance Committee. The committee recommends approval of the hand payables for April totaling $1,933,722.39 which includes payments for payroll liabilities, food service vendors, utilities, transportation contracts, and Student Activities.

The committee also recommends approval of the check summary for May in the amount of $189,084.59.

2. Fund Balances Review

Director of Finance Kuehn reviewed the fund balances through the month of February. Total balances for all funds as of 4/30/2025 were $18,550,261.64.

District expenditures and revenues through April were reviewed in comparison to the budget.

3. Print Management Services Agreement

Kuehn reviewed the Print Management Services Agreement with Marco beginning August 1, 2025 through July 31, 2030. The Finance Committee recommends approval.

Next Meeting: Tuesday, June 17th (11:30 AM)

City of Detroit Lakes
1025 Roosevelt Ave., P.O. Box 647 Detroit Lakes, MN 56502

SPORTS ARENA COMMISSION

AGENDA

Tuesday, May 6, 2025, at 7:30 AM

The Meeting will be held in the City Hall Committee Conference Room, 1025 Roosevelt Ave, Detroit Lakes MN.

1. Consideration to approve the Minutes from the meeting held on February 4, 2025.
2. Review year end financials for 2024
3. Consideration to approve the Financials for January, February, and March 2025.
4. Arena CIP Review
5. Update schedule of events
    a. Bike Rodeo, May 3
    b. No Mercy Boxing, May 17
    c. Becker County Fair, July 23-27
    d. Shrine Circus:4/15/26, 3/30/27, 3/28/28, and 4/3/29
    e. Craft Beer has inquired for 2026
6. Summer ice
7. Update Arena addition project
    a. Update from Fair Board on parking lot collaboration
8. Other

Respectfully,
KELCEY KLEMM
City Administrator

Sports Arena Commission Members:
Chad Carlblom - Chairman
Matt Boeke - Alderman Ward 3-At Large
John Steffl - School District 22- At Large
Rob Nielsen - School District 22
Nate Hunter - Detroit Lakes Youth Hockey Association
Matt Thompson - Becker County Fair Board

Meeting Dates:
Aug 5 @ 7:30
Nov 4 @ 7:30