

**Northland Community Schools
INDEPENDENT SCHOOL DISTRICT NO. 118
Remer, Minnesota**

REGULAR MEETING AGENDA

**Thursday, November 5, 2020 - 5:30 PM Northland High School Room C113
316 Main St E
Remer, MN 56672**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Mission Statement "Educate and inspire all learners to reach their full potential."**
4. **Adoption of Agenda**
5. **Recognitions**
6. **Audience Recognition**
7. **Consent items**
 1. Approve minutes from regular board meeting on October 1, 2020 and special meeting on October 13, 2020 3
 2. Approve Treasurer's Report and Board Bills for October 7
 3. Second Reading and Approval of District Policy #522 - Title IX Nondiscrimination Policy, Grievance Procedure and Process 55
 4. Approve Licensed Seniority List for 2020-21 74
 5. Approve Classified Seniority List for 2020-21 77
 6. Approve 2020-21 Cass County Children's Initiative Interagency Agreement 78
 7. Approve review of following district policies with no changes: 410, 413, 415, 514, and 806 91
 8. First reading of revised District Policy 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse 131
 9. First reading of revised District Policy 524 - Internet Acceptable Use Policy 139
 10. First reading of revised School District Policy 616 - School District System Accountability 153
8. **Reports**
 1. **Early Education Report** 160
 2. **Business Manager Report**
 3. **Assistant Principal Report** 161
 4. **Principal Report**

5.	Facilities Report	162
6.	Community Education Report	163
7.	Indian Education Report	164
9.	Superintendent Report	
10.	New Business	
1.	Call for special meeting on November 13 at 3:30 p.m. to canvass the votes from the School Board election on Noember 3, 2020	
11.	Personnel	
1.	Approve the hire of Abriel Tellstrom as cook with at start date of October 14, 2020 at step 1 of the cook salary schedule in the master agreement with MSEA Northland Commuity Schools Unit	
2.	Approve the hire of Melissa Pilkenton as paraprofessional with a start date of October 28, 2020 at step 4 of the Para salary schedule in the master agreement with MSEA Northland Community Schools Unit. The Interview Committee was: Jon Payne, Brandon Otway and Kelly Riewer	
3.	Approve the hire of Andrea Campbell-Launert as kitchen helper with a start date of November 3, 2020 at step 1 of the kitchen helper salary schedule in the master agreement with MESA Northland Community Schools Unit	
12.	Other school business which can legally be brought before the Board	
13.	Next Meeting Dates:	
	<ul style="list-style-type: none"> • AWAIR Committee Meeting, November 11, 8:00 a.m. • Work Session, November 19, 2020, 5:30 p.m. • Truth In Taxation Meeting, November 30, 2020, 6:30 p.m. • Regular Meeting, December 3, 2020, 5:30 p.m. 	
14.	Adjournment	

NORTHLAND COMMUNITY SCHOOLS – ISD #118
Regular Meeting
October 1, 2020
SUMMARY

The School Board had a Regular Meeting on October 1, 2020 at 5:30 PM at Northland High School, Remer, MN 56672. Members present: Chambers, Gross, Knox, Seifert, and Wake. Members Absent: Ammerman and Ruyak

Vice-chair Wake called the meeting to order at 5:30 p.m.

1. M/S/P – Knox, Gross to adopt agenda. Voting yes: all members
2. Recognitions-
 - Thank you to all the staff of Northland Community Schools for a successful start to the school year
3. Audience Recognitions – Stacey Mckinney, Carol Procopio and Raina Boucher addressed the board
4. M/S/P – Seifert, Knox to approve consent items. Voting yes: all members
 - a) Approved Max Torgerson as the Marzano Mentor/Mentee Lead Advisor for 2020-21
 - b) Approved the hire of Nate Sharp as Junior High Football Coach for 2020-21
 - c) Approved minutes from regular meeting on September 3, 2020
 - d) Approved Board Bills and Treasurer's Report for September
 - e) First Reading of District Policy 522 - TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS
 - f) RESOLUTION ACCEPTING GIFTS/DONATIONS TO NORTHLAND COMMUNITY SCHOOL DISTRICT 118, WHEREAS THE FOLLOWING:
therefore, BE IT RESOLVED by the School Board of Northland Community School District 118, Remer, and State of Minnesota as follows: The Northland Community School District No. 118 School Board does hereby accept the following donations:
 - o Health and Safety Kit from Tom & Kathy Dollins of Arrowhead Builders Supply in Longville
 - o Child and adult sized masks from Michelle Smith
5. M/S/P – Knox, Seifert to approve the 2020 - 2022 Master Agreement between ISD #118 and the Minnesota School Employees Association Northland Community Schools Unit. Voting yes: all members
6. M/S/P – Seifert, Gross to approve Resolution Designating Combined Polling Places for 2021
RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR CERTAIN MULTIPLE PRECINCTS FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION

WHEREAS, the 2017 Minnesota State Legislature passed into law specific amendments to

- with MSEA Northland Community Schools Unit. Voting yes: all members
10. M/S/P – Knox, Chambers to approve the hire of Amber Schuessler as cleaner with a start date of September 14, 2020 at step 1 of the cleaner salary schedule in the master agreement with MSEA Northland Community Schools Unit. Voting yes: all members
 11. M/S/P – Gross, Knox to accept the resignation of Brenda Snakenberg as Cook and approve her hire as Food Service Director effective October 1, 2020. Voting yes: all members
 12. M/S/P – Seifert, Knox to approve the 2020-21 Memorandum of Employment with Brenda Snakenberg. Voting yes: all members
 13. M/S/P – Knox, Seifert to approve the Memorandum for Employment with Jared Johnson, Custodial/Maintenance Supervisor for 2020-2023. Voting yes: all members
 14. Next Meeting Dates:
 - Regular Meeting, November. 5, 2020, 5:30 p.m.
 - Work Session, November 19, 2020, 5:30 p.m.
 - Truth In Taxation Meeting, November 30, 6:30 p.m.
 - Regular Meeting, December. 3, 2020, 5:30 p.m.
 15. M/S/P – Knox Seifert to adjourn. Voting yes: all members
 16. Meeting was adjourned at 6:36 p.m.

Kristen Balvin, Recording Secretary

Linda Knox, Clerk

Visitors: Chris Carlson, Kristian Myers, Katelyn Edstrom, Carol Procopio, Raina Boucher, Paul Ritter, Kyndra Johnson, Amber Osterhoudt, Mary Yakibchuk, Ellis Hill, Jon Payne, Kendra Penke, Lori Sizenbach, Josey Gruba

Remote: Stacey McKinney, Jackie Kitchenhoff, Teri Shepard, Kelly Holmied, Lori Kuck, Kim Miller, Megan Quittschreiber, Kelly Klein, Tim Hasse, Nate Sharp, Robbie Hall, Scott Bachmann

NORTHLAND COMMUNITY SCHOOLS – ISD #118
Special Meeting
October 13, 2020
SUMMARY

The School Board had a Special Meeting on October 13, 2020 at 5:30 PM at Northland High School, Remer, MN 56672. Members present: Ammerman, Chambers, Gross, Ruyak, Seifert, and Wake. Members Absent: Knox

Chairman Ruyak called the meeting to order at 5:30 p.m.

1. M/S/P – Wake, Ammerman to adopt agenda. Voting yes: all members
2. Administrators presented an update regarding COVID-19 and the Northland Community Schools experience. Discussion followed.
3. M/S/P – Ammerman, Wake to adjourn. Voting yes: all members
4. Meeting was adjourned at 6:40 p.m.

Kristen Balvin, Recording Secretary

Linda Knox, Clerk

Visitors: Mary Yakibchuk, Jon Payne, Kyndra Johnson, Katelyn Edstrom, Lori Sizenbach, Paul Ritter, Carol Procopio, Jill Myers

Remote: Raina Boucher, Renee Bettenberg, Traci Kasper

Northland Community Schools - ISD #118

Enclosure #2

Treasurer's Report Ending October, 2020

Receipts and Deposit

01	General Fund	375,309.75
02	Food Service Fund	7,557.85
03	Transportation Fund	13,689.58
04	Community Service Fund	7,961.78
05	Capital Fund	-
07	Debt Redemption	10,232.35
08	Scholarships	-
	Total of Cash Accounts	<u>\$ 414,751.31</u>

October 2020 Payables

Check & Electronic Payments

		<u>Checks</u>	<u>Electronic Wires</u>
01	General Fund	\$ 228,367.79	228,275.54 92.25
02	Food Service Fund	\$ 7,456.43	7,456.43 0.00
03	Transportation Fund	\$ 19,394.63	19,369.63 25.00
04	Community Service	\$ 3,034.35	3,034.35 0.00
05	Capital Fund	\$ 19,501.04	19,501.04 0.00
07	Debt Redemption	\$ -	0.00 0.00
08	Scholarships	\$ -	0.00 0.00
	Total	<u>\$ 277,754.24</u>	<u>277,636.99 117.25</u>

Investments

As of October 2020 Per Depository's Statement

First National Bank:

Money Market Acct #3618025	\$101,237.50	
C.D. #10096955	\$265,252.96	6/30/2021
C.D. #10098494	\$259,160.73	8/8/2021
C.D. #10098495	\$261,499.32	8/8/2022
Scholarship Fund C.D. #7615	\$7,934.70	6/17/2021 Carpenter
Scholarship Fund C.D. #7616	\$14,329.22	6/17/2021 Carpenter
Scholarship Fund C.D. #500958	\$7,006.68	12/10/2020 Felton
Scholarship Fund C.D. #10097381	\$3,282.26	8/25/2022 Sepin
Total Investments	<u>\$919,703.37</u>	

	Monthly Checks	102250-102346				Total
01	General Fund	228,275.54	0.00	0.00		228,275.54
02	Food Service Fund	7,456.43	0.00	0.00		7,456.43
03	Transportation Fund	19,369.63	0.00	0.00		19,369.63
04	Community Service	3,034.35	0.00	0.00		3,034.35
05	Capital Fund	19,501.04	0.00	0.00		19,501.04
07	Debt Redemption	0.00	0.00	0.00		0.00
08	Scholarship	0.00	0.00			0.00
	Total	<u>277,636.99</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>277,636.99</u>

Payrolls (ACH)	15th	Last day of Month
	\$231,395.34	\$216,150.35

ISD#118 Remer-Longville
Receipt Listing Report with Detail by Deposit
Fund Summary

Fund	Total
01	\$375,309.75
02	\$7,557.85
03	\$13,689.58
04	\$7,961.78
07	\$10,232.35
Report Total	\$414,751.31

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Receipt Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
15696	0118	chec														
IDEAS			19646	Credit	A	10/15/20	101520	Wire	1	MDE						
										Minn Dept of ED						
										Other Aid fm C F & L				930.00		0.00
										NONPUBLIC TRANSPORTI				13,689.58		0.00
										Special Ed Aid				75,430.61		0.00
										School Readiness State Aids				7,482.16		0.00
										PRESCH SCREEN				360.00		0.00
														Receipt Total:	\$97,892.35	\$0.00
														Deposit Total:	\$97,892.35	\$0.00
15697	0118	chec														
FNS MDE			19647	Credit	A	10/20/20	FNS	Wire	1	MDE						
										Minn Dept of ED						
										STATE SPECIAL MILK				78.60		0.00
										STATE SCH LUNCH				251.70		0.00
										STATE BREAKFAST				144.85		0.00
										Federal Breakfast				1,877.28		0.00
										Spec Asst-Need Ch				3,545.24		0.00
										Spec Asst-Need Ch				99.75		0.00
										Federal Lunch Aid				498.75		0.00
										FRESH FRUIT/VEG GRANT				539.93		0.00
														Receipt Total:	\$7,036.10	\$0.00
														Deposit Total:	\$7,036.10	\$0.00
15701	0118	chec														
IDEAS			19651	Credit	V	10/15/20	101520	Wire	1	MDE						
										Minn Dept of ED						
										Other Aid fm C F & L				930.00		0.00
										NONPUBLIC TRANSPORTI				13,689.58		0.00
										Special Ed Aid				75,430.61		0.00
										School Readiness State Aids				7,482.16		0.00
										PRESCH SCREEN				360.00		0.00
														Receipt Total:	\$97,892.35	\$0.00
														Deposit Total:	\$97,892.35	\$0.00
15702	0118	chec														
FNS			19652	Credit	V	10/20/20	102020	Wire	1	MDE						
										Minn Dept of ED						
										STATE SPECIAL MILK				78.60		0.00
										STATE SCH LUNCH				251.70		0.00

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Receipt Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Pmt Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
15702	0118	chec														
FNS			19652	Credit	V	10/20/20	102020	Wire	1	MDE						
										Minn Dept of ED						
										STATE BREAKFAST				144.85		0.00
										Federal Breakfast				1,877.28		0.00
										Spec Asst-Need Ch				3,545.24		0.00
										Spec Asst-Need Ch				99.75		0.00
										Federal Lunch Aid				498.75		0.00
										FRESH FRUIT/VEG GRANT				539.93		0.00
														Receipt Total:	\$7,036.10	\$0.00
														Deposit Total:	\$7,036.10	\$0.00
15703	0118	chec														
IDEAS			19653	Credit	A	10/30/20	103020	Wire	1	MDE						
										Minn Dept of ED						
										Gen Ed/Spar/Pen Adj Aid				113,676.86		0.00
										Special Ed Aid				6,031.74		0.00
										PRESCH SCREEN				16.62		0.00
										Hmstd/Ag Market Value Crec				768.82		0.00
										Other State Credits				9,446.34		0.00
										Disparity Reduct Aid				17.19		0.00
														Receipt Total:	\$129,957.57	\$0.00
														Deposit Total:	\$129,957.57	\$0.00
15704	0118	chec														
Original Receipt # 19651			19654	Credit	V	10/31/20	101520	Check-V1		MDE						
										Minn Dept of ED						
														(13,689.58)		0.00
														(75,430.61)		0.00
														(7,482.16)		0.00
														(360.00)		0.00
														(930.00)		0.00
														Receipt Total:	(\$97,892.35)	\$0.00
														Deposit Total:	(\$97,892.35)	\$0.00
15705	0118	chec														
Original Receipt # 19652			19655	Credit	V	10/31/20	102020	Check-V1		MDE						
										Minn Dept of ED						
														(251.70)		0.00
														(144.85)		0.00
														(1,877.28)		0.00

ISD#118 Remer-Longville Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Receipt Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
15705	0118	chec														
Original Receipt #	19652		19655	Credit	V	10/31/20	102020	Check-V1	MDE	Minn Dept of ED						
			0118	R	02	005	770 000 701	472							(3,545.24)	0.00
			0118	R	02	005	770 000 701	472							(99.75)	0.00
			0118	R	02	005	770 000 701	471							(498.75)	0.00
			0118	R	02	005	770 000 706	300							(539.93)	0.00
			0118	R	02	005	770 000 703	300							(78.60)	0.00
			Receipt Total:												(\$7,036.10)	\$0.00
			Deposit Total:												(\$7,036.10)	\$0.00
15706	0118	chec														
FS RECEIPTS			19656	Credit	A	10/07/20	8337	Check	1	1069	Food Service					
			0118	B	02	230	001				Deferred Revenue				34.00	0.00
			Receipt Total:												\$34.00	\$0.00
FS RECEIPTS			19657	Credit	A	10/07/20	8338	Check	1	1069	Food Service					
			0118	B	02	230	001				Deferred Revenue				55.00	0.00
			Receipt Total:												\$55.00	\$0.00
JH VB FEE			19658	Credit	A	10/07/20	8339	Check	1	1108	AF ACTIVITY FEES					
			0118	R	01	310	292 110 000 050				Activity Fees				35.00	0.00
			Receipt Total:												\$35.00	\$0.00
JH FB FEE			19659	Credit	A	10/07/20	8340	Check	1	1108	AF ACTIVITY FEES					
			0118	R	01	310	292 110 000 050				Activity Fees				35.00	0.00
			Receipt Total:												\$35.00	\$0.00
FS RECEIPTS			19660	Credit	A	10/07/20	8341	Check	1	1069	Food Service					
			0118	B	02	230	001				Deferred Revenue				64.00	0.00
			Receipt Total:												\$64.00	\$0.00
FS RECEIPTS			19661	Credit	A	10/07/20	8342	Check	1	1069	Food Service					
			0118	B	02	230	001				Deferred Revenue				58.00	0.00
			Receipt Total:												\$58.00	\$0.00
SY20 TUITION ST. CLOUD SCH			19662	Credit	A	10/07/20	8343	Check	1	c1	Miscellaneous Customer					
			0118	R	01	040	000 000 000 021				Tuition from MN Schools to L				15,945.00	0.00
			Receipt Total:												\$15,945.00	\$0.00

ISD#118 Remer-Longville Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Receipt Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
15706	0118	chec															
SY20 TUITION FROM ISD 709			19663	Credit	A	10/07/20	8344	Check	1	C1				Miscellaneous Customer			
						0118	R 01 040 000 000 000	021		Tuition from MN Schools to L					17,794.62	0.00	
															Receipt Total:	\$17,794.62	\$0.00
EBC FORFEITURES 1/1-12/31/2			19664	Credit	A	10/07/20	8345	Check	1	C1				Miscellaneous Customer			
						0118	R 01 005 000 000 000	099		Misc Revenue					1,181.59	0.00	
															Receipt Total:	\$1,181.59	\$0.00
															Deposit Total:	\$35,202.21	\$0.00
15707	0118	chec															
psychologist			19665	Credit	A	10/14/20	8346	Check	1	1147				ISD #317			
						0118	R 01 005 400 000 000	022		Spec Ed Rev Due From Othe					24,572.84	0.00	
															Receipt Total:	\$24,572.84	\$0.00
VAR FB FEES			19666	Credit	A	10/14/20	8347	Check	1	1108				AF ACTIVITY FEES			
						0118	R 01 310 292 110 000	050		Activity Fees					150.00	0.00	
															Receipt Total:	\$150.00	\$0.00
FSW RECEIPT			19667	Credit	A	10/14/20	8348	Check	1	1069				Food Service			
						0118	B 02 230 001			Deferred Revenue					1.00	0.00	
															Receipt Total:	\$1.00	\$0.00
BARNUM FB GATE			19668	Credit	A	10/14/20	8349	Check	1	1118				GATE RECEIPTS			
						0118	R 01 310 292 110 000	060		Activity Admissions					201.00	0.00	
															Receipt Total:	\$201.00	\$0.00
VAR VB/JV FB FEES			19669	Credit	A	10/14/20	8350	Check	1	1108				AF ACTIVITY FEES			
						0118	R 01 310 292 110 000	050		Activity Fees					85.00	0.00	
															Receipt Total:	\$85.00	\$0.00
FS RECEIPT			19670	Credit	A	10/14/20	8351	Check	1	1069				Food Service			
						0118	B 02 230 001			Deferred Revenue					5.00	0.00	
															Receipt Total:	\$5.00	\$0.00
VAR VB FEE			19671	Credit	A	10/14/20	8352	Check	1	1108				AF ACTIVITY FEES			
						0118	R 01 310 292 110 000	050		Activity Fees					50.00	0.00	
															Receipt Total:	\$50.00	\$0.00
SY20 TUITION			19672	Credit	A	10/14/20	8353	Check	1	1170				ISD #318			
						0118	R 01 005 400 000 000	022		Spec Ed Rev Due From Othe					21,621.42	0.00	
															Receipt Total:	\$21,621.42	\$0.00

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Receipt Rct No	Receipt Type	St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
15707	0118	chec														
REBATE FROM HORMEL - FOC			19673	Credit	A	10/14/20	8354	Check	1	1069	Food Service					
						0118	R 01 005 000 000 000	099		Misc Revenue					110.00	0.00
														Receipt Total:	\$110.00	\$0.00
														Deposit Total:	\$46,796.26	\$0.00
15708	0118	chec														
LATHROP DENTAL OCT-DEC 20			19674	Credit	A	10/26/20	8355	Check	1	1070	RETIRE/DEDUCT:					
						0118	E 01 010 203 000 000	291		Elem Retired Emp Benefit					138.00	0.00
														Receipt Total:	\$138.00	\$0.00
SY20 LSLC TUITION - PAYNES\			19675	Credit	A	10/26/20	8356	Check	1	C1	Miscellaneous Customer					
						0118	R 01 040 000 000 000	021		Tuition from MN Schools to L					3,699.24	0.00
														Receipt Total:	\$3,699.24	\$0.00
JV VB FEE			19676	Credit	A	10/26/20	8357	Check	1	1108	AF ACTIVITY FEES					
						0118	R 01 310 292 110 000	050		Activity Fees					35.00	0.00
														Receipt Total:	\$35.00	\$0.00
AVID EXPENSE REFUND			19677	Credit	A	10/26/20	8358	Check	1	1167	SOURCEWELL					
						0118	E 01 020 211 081 000	366		AVID Mileage/Room/Meal/Fe					10,200.00	0.00
														Receipt Total:	\$10,200.00	\$0.00
CLASS FEES PAID			19678	Credit	A	10/26/20	8359	Check	1	1072	COMMUNITY EDUATION					
						0118	R 04 500 505 305 321	040		Tuition fm Patrons					103.00	0.00
														Receipt Total:	\$103.00	\$0.00
FS RECEIPT			19679	Credit	A	10/26/20	8360	Check	1	1069	Food Service					
						0118	B 02 230 001			Deferred Revenue					14.50	0.00
														Receipt Total:	\$14.50	\$0.00
FS RECEIPT			19680	Credit	A	10/26/20	8361	Check	1	1069	Food Service					
						0118	B 02 230 001			Deferred Revenue					25.50	0.00
														Receipt Total:	\$25.50	\$0.00
COOKIE DOUGH FUNDRAISER			19681	Credit	A	10/26/20	8365	Check	1	1130	NORTHLAND GIRLS BASI					
						0118	R 01 310 296 320 301	096		Girl's Basketball Activity					13,124.00	0.00
														Receipt Total:	\$13,124.00	\$0.00
REFUND ON FORMER HEALTH			19682	Credit	A	10/26/20	8363	Check	1	1167	SOURCEWELL					
						0118	B 01 215 031			Employer Insurance Withhol					26,583.75	0.00
														Receipt Total:	\$26,583.75	\$0.00

ISD#118 Remer-Longville

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
15708	0118	chec															
MORA SCHOOL - LSLC TUITIOI			19683	Credit	A	10/26/20	8364	Check	1	C1	Miscellaneous Customer						
						0118	R 01 040 000	000 000	021		Tuition from MN Schools to L				10,906.38	0.00	
															Receipt Total:	\$10,906.38	\$0.00
			19684	Credit	A	10/26/20	8365	Check	1	1069	Food Service						
						0118	B 02 230 001				Deferred Revenue				31.75	0.00	
															Receipt Total:	\$31.75	\$0.00
JV VB FEE			19685	Credit	A	10/26/20	8366	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000	050		Activity Fees				35.00	0.00	
															Receipt Total:	\$35.00	\$0.00
FS RECEIPT			19686	Credit	A	10/26/20	8367	Check	1	1069	Food Service						
						0118	B 02 230 001				Deferred Revenue				83.50	0.00	
															Receipt Total:	\$83.50	\$0.00
BELGUM 2021 DENTAL 12 MON			19687	Credit	A	10/26/20	8368	Check	1	1070	RETIRE/DEDUCT:						
						0118	E 01 010 203	000 000	291		Elem Retired Emp Benefit				552.00	0.00	
															Receipt Total:	\$552.00	\$0.00
VAR FB & XC			19688	Credit	A	10/26/20	8369	Check	1	1108	AF ACTIVITY FEES						
						0118	R 01 310 292	110 000	050		Activity Fees				200.00	0.00	
															Receipt Total:	\$200.00	\$0.00
MURPHY 11/20 HEALTH & DEN			19689	Credit	A	10/26/20	8370	Check	1	1070	RETIRE/DEDUCT:						
						0118	E 01 010 203	000 000	291		Elem Retired Emp Benefit				123.75	0.00	
															Receipt Total:	\$123.75	\$0.00
JOHNSON 11/20 HEALTH INS			19690	Credit	A	10/26/20	8371	Check	1	1070	RETIRE/DEDUCT:						
						0118	E 01 020 211	000 000	291		Retired Emp Benefit				738.72	0.00	
															Receipt Total:	\$738.72	\$0.00
MN CONNECTED GRANT			19691	Credit	A	10/26/20	8372	Check	1	1071	I A S C						
						0118	R 01 005 000	000 000	099		Misc Revenue				5,136.00	0.00	
															Receipt Total:	\$5,136.00	\$0.00
BIGFORK GAME ADMISSION			19692	Credit	A	10/26/20	8373	Check	1	1002	BIGFORK HIGH SCHOOL						
						0118	R 01 310 294	210 000	060		Admissions				353.00	0.00	
															Receipt Total:	\$353.00	\$0.00

ISD#118 Remer-Longville Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
15709	0118	chec															
CO-OP FB & GBB			19703	Credit	A	10/29/20	8384	Check	1	1143	ISD #2 HILL CITY						
															21,159.28	0.00	
															1,028.09	0.00	
															Receipt Total:	\$22,187.37	\$0.00
FS RECEIPT			19704	Credit	A	10/29/20	8385	Check	1	1069	Food Service						
															9.75	0.00	
															Receipt Total:	\$9.75	\$0.00
															Deposit Total:	\$25,256.48	\$0.00
															Report Total:	\$414,751.31	\$0.00

ISD#118 Remer-Longville
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	\$228,275.54
02	Food Service Fund	\$7,456.43
03	Transportation Fund	\$19,369.63
04	Community Service	\$3,034.35
05	Capital Expenditure	\$19,501.04
Report Total		\$277,636.99

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102250	5241		ACME TOOLS		Check		
				E 01	005 810 000 000 410	Dewalt flashlight DCL040 abnd DCL044 with b		\$118.00	
				E 01	005 810 000 000 410	shipping est		\$6.23	
PO#: 17232	Voucher #:	65396	Invoice	Invoice No: 7956774		10/12/2020	Paid Amt:	\$124.23	
								Check Amount:	\$124.23
0118	chec	102251	3869		ALL STAR TROPHY AND AWARDS INC		Check		
				E 01	310 292 110 000 401	Trophies		\$20.50	
PO#: 17247	Voucher #:	65383	Invoice	Invoice No: 53421		10/12/2020	Paid Amt:	\$20.50	
				E 01	310 292 110 000 401	Trophies		\$40.00	
PO#: 17247	Voucher #:	65384	Invoice	Invoice No: 53094		10/12/2020	Paid Amt:	\$40.00	
								Check Amount:	\$60.50
0118	chec	102252	3296		AMAZON.COM		Check		
				E 01	005 720 070 154 401	primacare HB-10 emergency foil mylar therma		\$10.12	
				E 01	005 720 070 154 401	Alpcour Folding camping cot, deluxe collapsibl		\$209.85	
				E 01	005 720 070 154 401	centory yellow isolation gowns 40 piece pack		\$76.99	
PO#: 17203	Voucher #:	65385	Invoice	Invoice No: 14LN-TLJJ-7DFF		10/12/2020	Paid Amt:	\$296.96	
				E 01	005 720 070 154 401	#KM005. Magid glove & safety 3 ply disposab		\$50.96	
PO#: 17244	Voucher #:	65386	Invoice	Invoice No: 1419-TGVW-T1FV		10/12/2020	Paid Amt:	\$50.96	
				E 01	010 203 202 000 401	Amazon Basics Letter size sheets, laminating		\$26.20	
PO#: 17220	Voucher #:	65387	Invoice	Invoice No: 1RTQ-N3W4-TYL1		10/12/2020	Paid Amt:	\$26.20	
				E 01	010 630 000 000 401	YOSUN NP15LP/60003121 Replacement Proj		\$61.68	
PO#: 17248	Voucher #:	65388	Invoice	Invoice No: 1G93-TNMW-LMGG		10/12/2020	Paid Amt:	\$61.68	
				E 01	005 720 070 154 401	Thermoneter hands free		\$21.99	
PO#: 17207	Voucher #:	65389	Invoice	Invoice No: 1336-DGP4-993N		10/12/2020	Paid Amt:	\$21.99	
				E 04	500 585 000 332 401	Jerseys for flag football		\$83.97	
PO#: 17209	Voucher #:	65390	Invoice	Invoice No: 1FK1-PQG9-LDCP		10/12/2020	Paid Amt:	\$83.97	
				E 01	005 720 070 154 401	Samstar mesh desk file folder holder		\$22.57	
				E 01	005 720 070 154 401	ATDAWN emesis bags 50 pack		\$14.99	
PO#: 17212	Voucher #:	65391	Invoice	Invoice No: 19CD-1DDR-4CW7		10/12/2020	Paid Amt:	\$37.56	
				E 01	020 630 000 000 401	45W Type USB C Laptop Charger for Lenovo		\$46.56	
				E 01	020 630 000 000 401	HDMI Cable 4K 60Hz 15ft[2 Pack],Capshi Higl		\$17.99	
				E 01	010 630 070 154 456	Betron YSM1000 Earphones with Microphone		\$319.80	
				E 01	020 630 070 154 456	Betron YSM1000 Earphones with Microphone		\$319.80	
				E 01	040 630 070 154 456	Betron YSM1000 Earphones with Microphone		\$31.98	
PO#: 17199	Voucher #:	65392	Invoice	Invoice No: 1MXC-Q1K1-CPCV		10/12/2020	Paid Amt:	\$736.13	
				E 01	010 203 202 000 401	200 Pcs Craft Sticks, Ice Cream Sticks Natural		\$11.98	
				E 01	010 203 202 000 401	Neenah Colored Cardstock, 8.5" x 11"		\$16.27	
				E 01	010 203 202 000 401	Durably Woven Lanyards & Horizontal ID Badg		\$24.99	
				E 01	010 203 202 000 401	School Smart Poster Board, 11 x 14 Inches, W		\$17.84	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102252	3296		AMAZON.COM		Check		
				E 01	010 206 000 433 401	Mybecca 100% Cotton Muslin Fabric,Textile U		\$36.99	
		PO#: 17224	Voucher #: 65393	Invoice	Invoice No: 1J69-CN6M-KLJN	10/12/2020		Paid Amt:	\$108.07
								Check Amount:	\$1,423.52
0118	chec	102253	04084		AMERICAN DISPOSAL		Check		
				E 01	005 810 000 000 331	TRASH PICK UP		\$1,233.73	
		PO#:	Voucher #: 65394	Invoice	Invoice No: 540509354	10/12/2020		Paid Amt:	\$1,233.73
								Check Amount:	\$1,233.73
0118	chec	102254	06461		ARAMARK		Check		
				E 03	005 760 000 720 401	mECHANIC UNIFORMS		\$33.89	
		PO#:	Voucher #: 65395	Invoice	Invoice No: 3501554537	10/12/2020		Paid Amt:	\$33.89
								Check Amount:	\$33.89
0118	chec	102255	5181		AUL/MidAmerica Administrative & Retirement Solutions, Inc.		Check		
				E 01	005 020 000 000 251	2020 QRTR 4 -DORO HCSP		\$2,500.00	
		PO#:	Voucher #: 65460	Invoice	Invoice No: 2020Q4	10/12/2020		Paid Amt:	\$2,500.00
				E 01	005 020 000 000 251	2020 QTR 3 - DORO HCSP		\$2,500.00	
		PO#:	Voucher #: 65461	Invoice	Invoice No: 2020Q3	10/12/2020		Paid Amt:	\$2,500.00
								Check Amount:	\$5,000.00
0118	chec	102256	4238		BEMIDJI STEEL COMPANY, INC.		Check		
				E 01	020 250 270 809 401	HR Flat 1/4" x 2" x 20'		\$43.35	
				E 01	020 250 270 809 401	HR Flat 1/4 x 4 x 20', F025-400		\$172.92	
				E 01	020 250 270 809 401	HR Flat 1/4 x 6 x 20', F025-600		\$121.38	
				E 01	020 250 270 809 401	Aluminum Round 1/4" 2 sticks, AR-025		\$11.27	
				E 01	020 250 270 809 401	Aluminum Round 3/8" 2 sticks, AR-037		\$12.19	
				E 01	020 250 270 809 401	Aluminum Round 1/2" 2 sticks, AR-050		\$20.64	
				E 01	020 250 270 809 401	Aluminum Round 3/4" 2 sticks, AR-075		\$44.98	
				E 01	020 250 270 809 401	Aluminum Round 1" 2 sticks, AR-100		\$76.80	
				E 01	020 250 270 809 401	Aluminum Round 2" 1 stick, AR-200		\$167.25	
				E 01	020 250 270 809 401	Aluminum Flat 1" x 2" x 12' AF100-200		\$96.92	
				E 01	020 250 270 809 401	Delivery to School DEL-E		\$50.00	
		PO#: 17202	Voucher #: 65397	Invoice	Invoice No: 162150	10/12/2020		Paid Amt:	\$817.70
								Check Amount:	\$817.70
0118	chec	102257	5971		BEST OIL LLC		Check		
				E 01	005 810 000 000 440	#2 HEATING OIL		\$4,212.00	
		PO#:	Voucher #: 65398	Invoice	Invoice No: 24300	10/12/2020		Paid Amt:	\$4,212.00
				E 01	005 810 000 000 440	#2 HEATING OIL		\$4,380.00	
		PO#:	Voucher #: 65399	Invoice	Invoice No: 25095	10/12/2020		Paid Amt:	\$4,380.00
								Check Amount:	\$8,592.00

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102258	3663		CLIMATE MAKERS INC		Check		
				E 01	005 810 000 000 350	SERVER ROOM MINI SPLIT NOT COOLING		\$440.00	
PO#:	Voucher #:	65400	Invoice	Invoice No:	100606	10/12/2020	Paid Amt:	\$440.00	
				E 01	005 810 000 000 350	Fan / coil lockup freezup and vibrations, temp		\$2,041.39	
PO#: 17235	Voucher #:	65401	Invoice	Invoice No:	101982	10/12/2020	Paid Amt:	\$2,041.39	
							Check Amount:	\$2,481.39	
0118	chec	102259	5133		COOLE SCHOOL		Check		
				E 01	310 298 069 000 401	PS-20 Primary Planners		\$139.88	
				E 01	310 298 069 000 401	ES-20 Elementary Planner		\$147.95	
				E 01	310 298 069 000 401	MS-20 Secondary Planners		\$295.90	
				E 01	310 298 069 000 401	Northland Imprint		\$8.68	
				E 01	310 298 069 000 401	Binding Fees		\$50.00	
				E 01	310 298 069 000 401	Shipping and Handling		\$95.48	
PO#: 17163	Voucher #:	65402	Invoice	Invoice No:	202310-202312S1	10/12/2020	Paid Amt:	\$737.89	
				E 01	020 211 081 000 430	MS-20 Secondary planners		\$174.85	
				E 01	020 211 081 000 430	Northland Imprint		\$2.60	
				E 01	020 211 081 000 430	Binder Fee		\$25.00	
				E 01	020 211 081 000 430	Shipping & Handling		\$32.50	
PO#: 17163	Voucher #:	65403	Invoice	Invoice No:	202310-202312	10/12/2020	Paid Amt:	\$234.95	
							Check Amount:	\$972.84	
0118	chec	102260	5509		DAN MARTIN SNOWPLOWS SALES AND SERVICE		Check		
				E 01	005 810 000 000 401	drive belt for Exmark mower Gas Hydraulic Dri		\$26.49	
PO#: 17118	Voucher #:	65404	Invoice	Invoice No:	9893	10/12/2020	Paid Amt:	\$26.49	
							Check Amount:	\$26.49	
0118	chec	102261	4397		DELTA DENTAL OF MN		Check		
				E 01	010 050 000 000 291	RET-ADMIN		\$46.00	
				E 01	010 203 000 000 291	RET-ELEM		\$453.10	
				B 01	215 046	01		\$2,221.02	
				B 02	215 046	02		\$82.56	
				B 03	215 046	03		\$103.73	
				B 04	215 046	04		\$117.90	
PO#:	Voucher #:	65405	Invoice	Invoice No:	CNS0000542018	10/12/2020	Paid Amt:	\$3,024.31	
							Check Amount:	\$3,024.31	
0118	chec	102262	2966	R	FOLLETT EDUCATIONAL SERVICES		Check		
				E 01	020 211 000 000 460	UNITED STATES HISTORY REPLACEMENT		\$496.50	
				E 01	020 211 000 000 460	SHIPPING		\$49.65	
PO#: 17180	Voucher #:	65406	Invoice	Invoice No:	2529063A	10/12/2020	Paid Amt:	\$546.15	
							Check Amount:	\$546.15	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102263	5757		HERITAGE EMBROIDERY & DESIGN		Check		
				E 01	310 292 110 000 401	Sports Logo Mask		\$246.50	
		PO#: 17172	Voucher #:	65407	Invoice	Invoice No: 38064	10/12/2020	Paid Amt:	\$246.50
								Check Amount:	\$246.50
0118	chec	102264	03788	R	HILLYARD/HUTCHINSON		Check		
				E 01	005 810 000 000 410	PAP22285 30 CS 43.75 1,312.50 TOWEL RO		\$1,312.50	
				E 01	005 810 000 000 410	shipping per quotation 100532521		\$0.00	
				E 01	005 810 000 000 410	HIL24986 Mop looped end med blue		\$72.00	
		PO#: 17237	Voucher #:	65408	Invoice	Invoice No: 604077675	10/12/2020	Paid Amt:	\$1,384.50
				E 01	005 810 000 000 410	UNGPHW20 Pad Washing Micro Fiber - disinf		\$231.00	
		PO#: 17184	Voucher #:	65409	Invoice	Invoice No: 604070032	10/12/2020	Paid Amt:	\$231.00
				E 01	005 810 000 000 410	PAP10171 Toilet Paper per quote 100560380		\$900.00	
		PO#: 17198	Voucher #:	65410	Invoice	Invoice No: 604070033	10/12/2020	Paid Amt:	\$900.00
				E 01	005 810 000 000 410	CLO30966 bleach case 3/case - normal suppli		\$162.00	
				E 01	005 810 000 000 410	UNGPHW20 Pad Washing Micro Fiber - disinf		\$55.44	
				E 01	005 810 000 000 410	GEO27300 58.300 TOWEL ROLL KITCHEN		\$233.20	
		PO#: 17184	Voucher #:	65411	Invoice	Invoice No: 604054638	10/12/2020	Paid Amt:	\$450.64
				E 01	005 810 000 000 530	win10120500 versamatic vac 14in		\$1,238.00	
		PO#: 17184	Voucher #:	65412	Invoice	Invoice No: 604058569	10/12/2020	Paid Amt:	\$1,238.00
				E 01	005 810 000 000 420	Squeegee Frame LH and RH with pass thru tu		\$384.00	
				E 01	005 810 000 000 420	Freight		\$5.22	
		PO#: 17215	Voucher #:	65413	Invoice	Invoice No: 700438853	10/12/2020	Paid Amt:	\$389.22
								Check Amount:	\$4,593.36
0118	chec	102265	03349		HOGLUND BUS CO., INC.		Check		
				E 03	005 760 000 720 350	OPEN PO - PARTS		\$100.00	
				E 03	005 760 000 720 350	OPEN PO - PARTS		\$100.00	
				E 03	005 760 000 720 350	OPEN PO - PARTS		\$100.00	
				E 03	005 760 000 720 350	OPEN PO - PARTS		\$124.12	
		PO#: 17181	Voucher #:	65414	Invoice	Invoice No: 897326	10/12/2020	Paid Amt:	\$424.12
								Check Amount:	\$424.12
0118	chec	102266	01052		HOLKERS DO IT BEST LUMBER		Check		
				E 01	005 810 000 000 420	OPEN PO		\$19.92	
		PO#: 17068	Voucher #:	65415	Invoice	Invoice No: C12926	10/12/2020	Paid Amt:	\$19.92
								Check Amount:	\$19.92
0118	chec	102267	4937		INFINITE CAMPUS		Check		
				E 02	005 770 000 701 455	BARCODE SCANNER FOR POS		\$159.00	
		PO#: 17125	Voucher #:	65416	Invoice	Invoice No: SRVINV024044	10/12/2020	Paid Amt:	\$159.00
								Check Amount:	\$159.00

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102268	4422		INFINITY ONLINE		Check		
				E 01	020 211 000 000 390	SFY21 FALL SEMESTER		\$4,875.00	
PO#:	Voucher #:	65417	Invoice	Invoice No:	311309	10/12/2020	Paid Amt:	\$4,875.00	
							Check Amount:	\$4,875.00	
0118	chec	102269	6231		ISD 91 - BARNUM		Check		
				R 01	310 292 110 000 060	FOOTBALL GATE FEES 10/9/20 VS STORM		\$201.00	
PO#:	Voucher #:	65418	Invoice	Invoice No:	10092020	10/12/2020	Paid Amt:	\$201.00	
							Check Amount:	\$201.00	
0118	chec	102270	05315	R	KAPLAN EARLY LEARNING CO		Check		
				E 04	500 582 000 338 430	10-30854 wooden blocks		\$449.95	
				E 04	500 582 000 338 430	10-1632 storage shelf		\$539.95	
				E 04	500 582 000 338 430	eco-friendly cooking and dining set - dish set		\$29.95	
				E 04	500 582 000 338 430	10-88896 eco-frendly cooking and dining set -		\$16.95	
				E 04	500 582 000 338 430	10-32314 stainless teeel kitchen essentials		\$56.95	
				E 04	500 582 000 338 430	10-82487 caucasian family set		\$21.95	
				E 04	500 582 000 338 430	10-82488 African American family set		\$21.95	
				E 04	500 582 000 338 430	10-82529 pet set		\$15.95	
				E 04	500 582 000 338 430	Freight		\$173.02	
PO#: 17196	Voucher #:	65419	Invoice	Invoice No:	0005606740	10/12/2020	Paid Amt:	\$1,326.62	
							Check Amount:	\$1,326.62	
0118	chec	102271	5358		L&M SUPPLY, INC.		Check		
				E 01	020 255 000 000 430	Open P.O. for shop supplies		\$46.95	
PO#: 17211	Voucher #:	65420	Invoice	Invoice No:	9934095	10/12/2020	Paid Amt:	\$46.95	
				E 01	020 255 000 000 430	OPEN PO		\$116.38	
PO#: 17211	Voucher #:	65421	Invoice	Invoice No:	9931087	10/12/2020	Paid Amt:	\$116.38	
				E 01	020 255 000 000 430	CREDIT FOR RETURNED MDSE PO 17211E		\$15.92	
PO#:	Voucher #:	65422	Credit	Invoice No:	9934010	10/12/2020	Paid Amt:	(\$15.92)	
							Check Amount:	\$147.41	
0118	chec	102272	6197		LAKES CONCRETE PLUS INC		Check		
				E 01	020 361 000 830 401	Yard of concrete		\$138.00	
PO#: 17270	Voucher #:	65423	Invoice	Invoice No:	102554	10/12/2020	Paid Amt:	\$138.00	
							Check Amount:	\$138.00	
0118	chec	102273	5193		LIGHTSPEED TECHNOLOGIES, INC.		Check		
				E 01	010 630 000 000 401	NH2A27. AA NiMH Rechargeable Battery-F		\$7.00	
PO#: 17200	Voucher #:	65424	Invoice	Invoice No:	129989	10/12/2020	Paid Amt:	\$7.00	
							Check Amount:	\$7.00	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102274	06071		MASSP		Check		
				E 01	020 050 000 000 820	ANNUAL MEMBERSHIP		\$620.00	
		PO#: 17179	Voucher #: 65429	Invoice	Invoice No: 6732	10/12/2020		Paid Amt: \$620.00	
								Check Amount: \$620.00	
0118	chec	102275	5223		MADISON NATIONAL LIFE		Check		
				B 01	215 036	AUGUST DISTRICT LTD		\$629.96	
		PO#:	Voucher #: 65425	Invoice	Invoice No: 8312020	10/12/2020		Paid Amt: \$629.96	
				B 01	215 036	SEPT 2020 LTD		\$947.81	
		PO#:	Voucher #: 65426	Invoice	Invoice No: 9302020	10/12/2020		Paid Amt: \$947.81	
								Check Amount: \$1,577.77	
0118	chec	102276	5359		MAEOP		Check		
				E 01	005 020 000 000 820	20-21 MEMBERSHIP RENEWAL		\$35.00	
		PO#:	Voucher #: 65427	Invoice	Invoice No: 9302020	10/12/2020		Paid Amt: \$35.00	
								Check Amount: \$35.00	
0118	chec	102277	1450		MARCO TECHNOLOGIES		Check		
				E 01	040 211 000 000 401	HP 87X BLACK TONER CARTRIDGE FOR M		\$273.13	
		PO#: 17218	Voucher #: 65428	Invoice	Invoice No: INV7980518	10/12/2020		Paid Amt: \$273.13	
								Check Amount: \$273.13	
0118	chec	102278	05787		McGraw Hill School Educations Holdings, LLC		Check		
				E 01	010 411 000 740 433	9780021268825 - READING WONDERS INTE		\$12.08	
				E 01	010 408 000 740 433	9780021268825 - READING WONDERS INTE		\$12.08	
				E 01	010 407 000 740 433	9780021268825 - READING WONDERS INTE		\$12.07	
				E 01	010 402 000 740 433	9780021268825 - READING WONDERS INTE		\$12.07	
				E 01	010 411 000 740 433	9780021297948 - READING WONDERS INTE		\$12.07	
				E 01	010 408 000 740 433	9780021297948 - READING WONDERS INTE		\$12.07	
				E 01	010 407 000 740 433	9780021297948 - READING WONDERS INTE		\$12.08	
				E 01	010 402 000 740 433	9780021297948 - READING WONDERS INTE		\$12.08	
				E 01	010 402 000 740 433	Freight		(\$0.01)	
				E 01	010 402 000 740 433	Freight		\$5.26	
				E 01	010 407 000 740 433	Freight		\$5.26	
				E 01	010 411 000 740 433	Freight		\$5.26	
				E 01	010 408 000 740 433	Freight		\$5.26	
		PO#: 17155	Voucher #: 65430	Invoice	Invoice No: 114952196001	10/12/2020		Paid Amt: \$117.63	
				E 01	010 203 202 000 460	READING WONDERS "YOUR TURN" PRAC1		\$249.00	
				E 01	010 203 202 000 460	SHIPPING		\$40.67	
		PO#: 17081	Voucher #: 65431	Invoice	Invoice No: 114993854001	10/12/2020		Paid Amt: \$289.67	
								Check Amount: \$407.30	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102279	1457		McMASTER-CARR SUPPLY CO		Check		
				E 01	005 810 000 000 410	Tyvek Polyethylene Disposable Coveralls with		\$86.90	
				E 01	005 810 000 000 410	shipping est		\$21.64	
PO#:	17222	Voucher #:	65432	Invoice	Invoice No: 46084450	10/12/2020	Paid Amt:	\$108.54	
				E 01	005 810 000 000 420	Button/Coin Cell Batteries Lithium, Number DL		\$12.51	
				E 01	005 810 000 000 420	shipping est		\$8.96	
PO#:	17252	Voucher #:	65433	Invoice	Invoice No: 46406373	10/12/2020	Paid Amt:	\$21.47	
							Check Amount:	\$130.01	
0118	chec	102280	6020		MN PEIP		Check		
				E 01	010 050 000 000 291	RET-ADMIN		\$738.72	
				E 01	010 050 000 000 291	RET-ELEM		\$2,066.88	
				B 01	215 031	01		\$28,832.25	
				B 02	215 031	02		\$1,033.16	
				B 03	215 031	03		\$258.29	
PO#:		Voucher #:	65434	Invoice	Invoice No: 1002570	10/12/2020	Paid Amt:	\$32,929.30	
							Check Amount:	\$32,929.30	
0118	chec	102281	5222		MRI		Check		
				E 01	005 850 000 342 306	BG CKS		\$46.00	
PO#:		Voucher #:	65451	Invoice	Invoice No: SRNI10044717	10/12/2020	Paid Amt:	\$46.00	
							Check Amount:	\$46.00	
0118	chec	102282	6097		NORTHERN DRUG SCREENING INC		Check		
				E 03	005 760 000 720 290	DOT PHYSICAL		\$70.00	
PO#:		Voucher #:	65435	Invoice	Invoice No: 7594	10/12/2020	Paid Amt:	\$70.00	
							Check Amount:	\$70.00	
0118	chec	102283	5460		NYSTROM EDUCATION		Check		
				E 01	040 211 000 317 430	NYSTROM DESK ATLAS		\$189.00	
				E 01	040 211 000 317 430	shipping		\$22.68	
PO#:	17178	Voucher #:	65436	Invoice	Invoice No: SI164252	10/12/2020	Paid Amt:	\$211.68	
							Check Amount:	\$211.68	
0118	chec	102284	4632		PEMBERTON SORLIE RUFER &		Check		
				E 01	005 110 000 000 305	LEGLS SERVICES PROVIDED		\$456.50	
PO#:		Voucher #:	65437	Invoice	Invoice No: 126	10/12/2020	Paid Amt:	\$456.50	
							Check Amount:	\$456.50	
0118	chec	102285	06636		PINE CONE PRESS CITIZEN		Check		
				E 01	005 110 000 000 380	DISTRICT ADVERTISING		\$666.50	
PO#:		Voucher #:	65438	Invoice	Invoice No: 54570/54709	37 10/12/2020	Paid Amt:	\$666.50	
							Check Amount:	\$666.50	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
0118	chec	102286	4934		SAFETY FIRST PLAYGROUND		Check	
				E 05	005 865 000 347 305	Tire swing hardware rotation bearing and hard		\$1,467.00
		PO#: 17150	Voucher #:	65440	Invoice	Invoice No: 7269		10/12/2020
							Paid Amt:	\$1,467.00
							Check Amount:	\$1,467.00
0118	chec	102287	05304		SANDSTROM'S		Check	
				E 02	005 770 000 701 495	MILK		\$84.00
				E 02	005 770 000 705 495	MILK		\$84.00
		PO#:	Voucher #:	65452	Invoice	Invoice No: 325317		10/12/2020
							Paid Amt:	\$168.00
				E 02	005 770 000 701 495	MILK		\$84.00
				E 02	005 770 000 705 495	MILK		\$84.00
		PO#:	Voucher #:	65453	Invoice	Invoice No: 325608		10/12/2020
							Paid Amt:	\$168.00
		PO#: 17120	Voucher #:	65443	Invoice	Invoice No: 318397		10/12/2020
							Paid Amt:	\$92.18
				E 01	005 810 000 000 410	162871 - GLOVES NITRILE POWDER FREE		\$92.18
		PO#: 17240	Voucher #:	65444	Invoice	Invoice No: 325541		10/12/2020
							Paid Amt:	\$258.44
				E 01	005 810 000 000 410	162871 - GLOVES NITRILE POWDER FREE		\$258.44
		PO#:	Voucher #:	65445	Credit	Invoice No: CM258476		10/12/2020
							Paid Amt:	(\$59.20)
				E 01	005 810 000 000 410	NITRILE GLOVES WRONG PRICE		\$59.20
		PO#: 17193	Voucher #:	65446	Invoice	Invoice No: 323832		10/12/2020
							Paid Amt:	\$129.22
				E 01	005 810 000 000 410	192930-GLOVES NITRILE POWDER FREE L		\$129.22
		PO#: 17193	Voucher #:	65447	Invoice	Invoice No: 323831		10/12/2020
							Paid Amt:	\$129.22
							Check Amount:	\$885.86
0118	chec	102288	3870	R	SCHOLASTIC MAGAZINES		Check	
				E 01	010 203 000 000 406	LET'S FIND OUT		\$170.94
				E 01	010 203 000 000 406	SCHOLASTIC NEWS 1		\$171.60
				E 01	010 203 000 000 406	SCHOLASTIC NEWS 2		\$151.97
				E 01	010 203 000 000 406	SCHOLASTIC NEWS 3		\$172.92
				E 01	010 203 000 000 406	SCHOLASTIC NEWS 4		\$113.58
				E 01	010 203 000 000 406	SCHOLASTIC NEWS 5/6		\$183.15
				E 01	010 203 000 000 406	SCHOLASTIC NEWS 5/6		\$56.46
				E 01	010 203 000 000 406	shipping and handling		\$105.24
		PO#: 17102	Voucher #:	65442	Invoice	Invoice No: M6908995		10/12/2020
							Paid Amt:	\$1,125.86
							Check Amount:	\$1,125.86
0118	chec	102289	5632		Stoneware, Inc		Check	
				E 01	005 630 042 000 305	MISCLanSchool 1-year subscription license px		\$465.25
		PO#: 17243	Voucher #:	65441	Invoice	Invoice No: 00117940		10/12/2020
							Paid Amt:	\$465.25
							Check Amount:	\$465.25

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102290	6090		STORAGES BOXES ETC		Check		
				E 01	005 810 000 000 370	RECURRING MONTHLY RENTAL, NO TERM		\$195.00	
	PO#: 17060	Voucher #:	65439	Invoice	Invoice No: 3485	10/12/2020		Paid Amt:	\$195.00
								Check Amount:	\$195.00
0118	chec	102291	6146		TC's FOODS INC		Check		
				E 01	005 810 070 154 401	LYSOL FOR CLEANING BUSES		\$90.00	
	PO#: 17245	Voucher #:	65448	Invoice	Invoice No: 43354	10/12/2020		Paid Amt:	\$90.00
								Check Amount:	\$90.00
0118	chec	102292	3509	R	TEACHER DIRECT		Check		
				E 01	010 201 000 000 430	342-524008BIN. Crayola Triangular Crayons (i		\$71.28	
				E 01	010 201 000 000 430	342-520012BIN Crayola Regular Size Crayons		\$42.48	
				E 01	010 201 000 000 430	342-E516ELM Elmer's All Purpose Glue Stick		\$99.36	
				E 01	010 201 000 000 430	342-14998DIX Dixon Golf Pencils (144ct)		\$12.28	
	PO#: 17164	Voucher #:	65449	Invoice	Invoice No: INV/2020/26263	10/12/2020		Paid Amt:	\$225.40
								Check Amount:	\$225.40
0118	chec	102293	5300		THUNDER LAKE ASSOCIATION		Check		
				E 01	310 298 115 301 402	ASSOCIATION DUES - 6TH GRADE FIREAR		\$75.00	
	PO#: 17266	Voucher #:	65450	Invoice	Invoice No: 20202021	10/12/2020		Paid Amt:	\$75.00
								Check Amount:	\$75.00
0118	chec	102294	01099		UPPER LAKES FOODS, INC		Check		
				E 02	005 770 000 701 490	LUNCH		\$1,236.16	
				E 02	005 770 000 705 490	BREAKFAST		\$127.14	
				E 02	005 770 000 705 490	SUPPLIES		\$117.38	
	PO#:	Voucher #:	65454	Invoice	Invoice No: 724438-00	10/12/2020		Paid Amt:	\$1,480.68
				E 02	005 770 000 706 490	FRUIT & VEGGIE GRANT		\$343.82	
	PO#:	Voucher #:	65455	Invoice	Invoice No: 724432-00	10/12/2020		Paid Amt:	\$343.82
								Check Amount:	\$1,824.50
0118	chec	102295	5581		US Foods, Inc		Check		
				E 02	005 770 000 706 490	FRUIT & VEGGIE GRANT		\$45.65	
	PO#:	Voucher #:	65456	Invoice	Invoice No: 3913840	10/12/2020		Paid Amt:	\$45.65
				E 02	005 770 000 701 490	LUNCH		\$547.62	
				E 02	005 770 000 705 490	BREAKFAST		\$179.28	
	PO#:	Voucher #:	65457	Invoice	Invoice No: 3913841	10/12/2020		Paid Amt:	\$726.90
								Check Amount:	\$772.55
0118	chec	102296	3229		WILLIAM V MacGILL & CO		Check		
				E 01	005 720 000 000 401	#19510. insect sting swabs. 10 per box		\$3.94	
				E 01	005 720 000 000 401	#65136 economy splinter remover, sterile 20		\$6.60	
	PO#: 17216	Voucher #:	65458	Invoice	Invoice No: IN0736712	10/12/2020		Paid Amt:	\$10.54

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102296	3229		WILLIAM V MacGILL & CO		Check		
				E 01	005 720 070 154 401	#75136 Port a wall portable room divider.		\$252.00	
	PO#: 17206	Voucher #:		65459	Invoice	Invoice No: IN0736712		10/12/2020	
							Paid Amt:	\$252.00	
							Check Amount:	\$262.54	
0118	chec	102297	4163		IASC		Check		
				E 01	010 630 000 000 305	TEACH ADMIN SALARY/BENEFITS FY20		\$1,634.33	
				E 01	020 630 000 000 305	TEACH ADMIN SALARY/BENEFITS FY20		\$1,634.33	
	PO#:	Voucher #:		65465	Invoice	Invoice No: 3186		10/19/2020	
				E 01	005 405 000 740 396	FY20 AUDIOLOGY SERVICES		\$3,568.17	
				E 01	005 406 000 740 396	FY20 AUDIOLOGY SERVICES		\$3,568.17	
	PO#:	Voucher #:		65466	Invoice	Invoice No: 3184		10/19/2020	
							Paid Amt:	\$7,136.34	
							Check Amount:	\$10,405.00	
0118	chec	102298	02406		ISD #2		Check		
				E 01	310 296 320 000 391	COOP GBB FY20		\$4,589.12	
	PO#:	Voucher #:		65462	Invoice	Invoice No: 1200		10/19/2020	
				E 01	310 294 250 000 391	COOP BASEBALL FY20		\$7,807.56	
	PO#:	Voucher #:		65463	Invoice	Invoice No: 1201		10/19/2020	
				E 01	310 294 210 000 391	COOP FOOTBALL FY20		\$7,519.40	
	PO#:	Voucher #:		65464	Invoice	Invoice No: 1202		10/19/2020	
							Paid Amt:	\$7,519.40	
							Check Amount:	\$19,916.08	
0118	chec	102299	3296		AMAZON.COM		Check		
				E 01	005 720 070 154 401	Samstar mesh desk file folder holder - 2 PACK		\$37.57	
	PO#: 17268	Voucher #:		65471	Invoice	Invoice No: 1KQN-MDG6-TKMQ		10/27/2020	
				E 04	500 585 000 332 401	Bulk Candy for Trunk Or Treat, 117.5 OZ BAG		\$95.92	
	PO#: 17277	Voucher #:		65472	Invoice	Invoice No: 1MD3-9QN7-LW43		10/27/2020	
				E 01	005 720 070 154 401	VIZ-PRO cork notice board 48x36 silver alumii		\$53.50	
				E 01	005 720 070 154 401	#1040201 Fellowes catalog rack, 4 compartm		\$18.94	
				E 01	005 720 070 154 401	#74037. swingline desktop hole punch		\$7.08	
				E 01	005 720 070 154 401	McKesson bed pillow 19x25 blue reusable		\$35.01	
	PO#: 17221	Voucher #:		65473	Invoice	Invoice No: 1NKN-D69N-RTD3		10/27/2020	
				E 01	010 630 070 154 455	SHIPPING REFUND PO #17256		\$8.73	
				E 01	010 630 070 154 455	SHIPPING REFUND PO #17256		\$8.74	
				E 01	010 630 070 154 455	SHIPPING REFUND PO #17256		\$5.10	
	PO#:	Voucher #:		65474	Credit	Invoice No: REFUND PO 17256 SHIP		10/27/2020	
				E 04	500 585 000 332 401	flags for flag football		\$59.97	
				E 04	500 585 000 332 401	Freight		\$12.71	
	PO#: 17260	Voucher #:		65475	Invoice	Invoice No: 16GR-49DQ-XWX4		40 10/27/2020	
				E 01	010 630 070 154 455	Gumdrop DropTech Case Designed for Lenov		\$1,261.16	
							Paid Amt:	\$72.68	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102299	3296		AMAZON.COM		Check		
				E 01	010 630 070 154 455	Freight		\$29.85	
PO#:	17256	Voucher #:	65476	Invoice	Invoice No:	1FCY-7RGH-W7FF17256	10/27/2020	Paid Amt:	\$1,291.01
				E 01	040 211 000 000 430	3M Peltor Optime 98 Earmuff		\$77.30	
				E 01	040 211 000 000 401	Bostitch B8 PowerCrown Staples 0.375 Inch L		\$7.38	
				E 01	040 211 000 000 401	Texas Instruments TI-30XS Multiview Teacher		\$144.99	
				E 01	040 211 000 000 401	Bostitch B8 PowerCrown Staples, 0/375 Inch l		\$0.00	
PO#:	17226	Voucher #:	65477	Invoice	Invoice No:	1Y3Y-M1M6-36XG	10/27/2020	Paid Amt:	\$229.67
				E 01	010 630 070 154 456	Betron YSM1000 Earphones with Microphone		\$239.85	
				E 01	020 630 070 154 456	Betron YSM1000 Earphones with Microphone		\$127.92	
PO#:	17267	Voucher #:	65478	Invoice	Invoice No:	1Y49-HPVX-KC1C	10/27/2020	Paid Amt:	\$367.77
								Check Amount:	\$2,186.58
0118	chec	102300	1357		AMERICAN EAGLE SEC SYS INC		Check		
				E 01	005 810 000 000 350	West Entry Proximity Reader		\$235.00	
PO#:		Voucher #:	65479	Invoice	Invoice No:	18157	10/27/2020	Paid Amt:	\$235.00
								Check Amount:	\$235.00
0118	chec	102301	4421	R	AMERICAN WELDING AND GAS INC.		Check		
				E 01	020 255 000 000 401	Acetylene		\$9.84	
				E 01	020 255 000 000 401	Oxygen		\$9.84	
				E 01	020 255 000 000 401	Cylinder Rental		\$14.85	
PO#:		Voucher #:	65480	Invoice	Invoice No:	07375145	10/27/2020	Paid Amt:	\$34.53
								Check Amount:	\$34.53
0118	chec	102302	06461		ARAMARK		Check		
				E 03	005 760 000 720 370	Mechanic Uniforms		\$28.14	
				E 03	005 760 000 720 370	Service Chg		\$19.02	
PO#:		Voucher #:	65481	Invoice	Invoice No:	3501564517	10/27/2020	Paid Amt:	\$47.16
				E 03	005 760 000 720 370	Mechanic Uniforms		\$28.14	
				E 03	005 760 000 720 370	Service Chg		\$19.02	
				E 03	005 760 000 720 370	Finance Chg.		\$2.93	
PO#:		Voucher #:	65482	Invoice	Invoice No:	3501549504	10/27/2020	Paid Amt:	\$50.09
				E 03	005 760 000 720 370	Mechanic Uniforms		\$28.14	
				E 03	005 760 000 720 370	service chg		\$19.02	
PO#:		Voucher #:	65483	Invoice	Invoice No:	3501554537	10/27/2020	Paid Amt:	\$47.16
								Check Amount:	\$144.41
0118	chec	102303	6016		AVID CENTER		Check		
				E 01	020 211 081 000 366	M. Gravelle - 778364 ₄₁		\$850.00	
PO#:		Voucher #:	65484	Invoice	Invoice No:	00060948	10/27/2020	Paid Amt:	\$850.00
								Check Amount:	\$850.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	102304	06412		BIGFORK HIGH SCHOOL		Check
				R 01	310 294 210 000 060	FOOTBALL GATE	\$353.00
PO#:	Voucher #:	65543	Invoice		Invoice No: 8373	10/27/2020	Paid Amt: \$353.00
							Check Amount: \$353.00
0118	chec	102305	4672		BSN SPORTS		Check
				E 01	310 294 210 000 401	Pro-Tec 5-pad girdle	\$239.94
				E 01	310 294 210 000 401	knee pads with holes/pair	\$79.90
				E 01	310 294 210 000 401	shipping	\$20.00
PO#: 17272	Voucher #:	65485	Invoice		Invoice No: 910290812	10/27/2020	Paid Amt: \$339.84
				E 01	310 294 210 000 401	black mouthguards, pack	\$33.98
				E 01	310 294 210 000 401	composite footballs	\$159.96
				E 01	310 294 210 000 401	shipping	\$15.00
PO#: 17223	Voucher #:	65486	Invoice		Invoice No: 910148392	10/27/2020	Paid Amt: \$208.94
							Check Amount: \$548.78
0118	chec	102306	01151		CITY OF REMER		Check
				E 01	005 810 000 000 330	4th Qtr 2020 City Utilities	\$2,892.23
PO#:	Voucher #:	65487	Invoice		Invoice No: 10122020	10/27/2020	Paid Amt: \$2,892.23
							Check Amount: \$2,892.23
0118	chec	102307	01626		cmERDC		Check
				E 01	010 203 202 000 401	PPR CLIPS JUMBO	\$5.33
PO#: 16982	Voucher #:	65489	Invoice		Invoice No: 179184	10/27/2020	Paid Amt: \$5.33
				E 01	005 110 000 000 401	3-RNG BNDR 2" BLK	\$20.70
				E 01	005 110 000 000 401	3-RNG BNDR 2" BLU	\$23.00
				E 01	005 110 000 000 401	STAPLES	\$4.56
PO#: 16983	Voucher #:	65490	Invoice		Invoice No: 179185	10/27/2020	Paid Amt: \$48.26
				E 01	020 211 000 000 401	3-RNG BNDR 2" BLU	\$23.00
				E 01	020 211 000 000 401	STAPLES	\$6.84
				E 01	020 211 000 000 401	CLIPBOARD 1/8"	\$9.75
PO#: 16967A	Voucher #:	65491	Invoice		Invoice No: 179186	10/27/2020	Paid Amt: \$39.59
				E 01	010 212 000 000 430	BLK CONSTRUCTION PPR 18X24	\$19.80
				E 01	020 212 000 000 430	BLK CONSTRUCTION PPR 18X24	\$19.80
PO#: 16978	Voucher #:	65492	Invoice		Invoice No: 179187	10/27/2020	Paid Amt: \$39.60
				E 01	010 203 202 000 401	WHITE CONSTR 9X12	\$24.60
PO#: 16982	Voucher #:	65493	Invoice		Invoice No: 179188	10/27/2020	Paid Amt: \$24.60
				E 01	010 203 202 000 401	3-RNG BNDR 2" BLK	\$23.00
				E 01	010 203 202 000 401	3-RNG BNDR 2" BLU	\$23.00
				E 01	010 203 202 000 401	STAPLES 42	\$5.70
				E 01	010 203 202 000 401	CLIPBOARD 1/8"	\$9.75
PO#: 16982	Voucher #:	65494	Invoice		Invoice No: 179189	10/27/2020	Paid Amt: \$61.45

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102307	01626		cmERDC		Check		
				E 01 020 212 000 000 430	KRYLON WRKABLE FIXATIVE/FIXING PENC			\$4.88	
				E 01 010 212 000 000 430	KRYLON WRKABLE FIXATIVE/FIXING PENC			\$4.88	
PO#: 16978	Voucher #:	65495	Invoice	Invoice No: 179190		10/27/2020	Paid Amt:		\$9.76
			E 01 020 211 000 000 401	White 8 1/2 X 11 Copy Paper				\$240.28	
			E 01 010 203 202 000 401	White 8 1/2 X 11 Copy Paper				\$240.28	
			E 01 005 110 000 000 401	White 8 1/2 X 11 Copy Paper				\$240.34	
PO#: 16983	Voucher #:	65496	Invoice	Invoice No: 177307		10/27/2020	Paid Amt:		\$720.90
							Check Amount:		\$949.49
0118	chec	102308	5519		COLE PAPERS, INC		Check		
				E 01 005 810 000 000 410	TEX657 Nitrile gloves XL			\$51.64	
PO#: 17136	Voucher #:	65488	Invoice	Invoice No: 98888371		10/27/2020	Paid Amt:		\$51.64
							Check Amount:		\$51.64
0118	chec	102309	01097		CROW WING COOP POWER & LIGHT		Check		
				E 01 005 810 000 000 332	Longville Bus Garage			\$27.82	
PO#:	Voucher #:	65498	Invoice	Invoice No: 10142020		10/27/2020	Paid Amt:		\$27.82
							Check Amount:		\$27.82
0118	chec	102310	3580		EDUCATORS BENEFIT CONSULTANTS LLC		Check		
				E 01 005 110 000 000 299	Flex Plan Administration - 4th Qtr 2020			\$441.00	
PO#:	Voucher #:	65499	Invoice	Invoice No: 16315		10/27/2020	Paid Amt:		\$441.00
							Check Amount:		\$441.00
0118	chec	102311	6228		eSPARK INC.		Check		
				E 01 010 630 070 154 406	eSparks Learning software for 1st grade additi			\$250.00	
PO#: 17279	Voucher #:	65551	Invoice	Invoice No: 2768		10/27/2020	Paid Amt:		\$250.00
			E 01 010 630 070 154 406	eSparks Learning software				\$760.00	
PO#: 17242	Voucher #:	65552	Invoice	Invoice No: 2748		10/27/2020	Paid Amt:		\$760.00
							Check Amount:		\$1,010.00
0118	chec	102312	03310	R	FOLLETT LIBRARY RESOURCES		Check		
				E 01 010 630 070 154 405	TitlePeek solution for elementary and High Sci			\$300.00	
PO#: 17250	Voucher #:	65500	Invoice	Invoice No: 1417729		10/27/2020	Paid Amt:		\$300.00
							Check Amount:		\$300.00
0118	chec	102313	6180		HARRIS CARLSON		Check		
				E 01 310 294 210 000 184	10/8/2020 JH FB REF VS/MCGREGOR			\$35.00	
PO#:	Voucher #:	65501	Invoice	Invoice No: 1082020		10/27/2020	Paid Amt:		\$35.00
							Check Amount:		\$35.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	102314	06475		HEARTLAND TIRE SERVICE INC		Check
				E 03	005 760 000 720 350	MOUNT, INSTALL, BALANCE TIRES	\$643.60
PO#:	Voucher #:	65502	Invoice		Invoice No: 15012394	10/27/2020	Paid Amt: \$643.60
							Check Amount: \$643.60
0118	chec	102315	03788	R	HILLYARD/HUTCHINSON		Check
				E 01	005 810 070 151 410	GOJ911802 Purell sanitizer wipes refill towel ;	\$258.00
				E 01	005 810 070 151 410	SANITIZER INSTANT GEL	\$948.22
PO#: 17086	Voucher #:	65503	Invoice		Invoice No: 604070034	10/27/2020	Paid Amt: \$1,206.22
				E 01	005 810 000 000 410	UNGPBW20 Pad Washing Micro Fiber - disinf	\$83.16
				E 01	005 810 000 000 410	UNGRRCRT unger custodial cart per quote 1C	\$478.29
				E 01	005 810 000 000 410	UNGWNK04 4 EA 73.91 SPEEDCLEAN STAF	\$295.64
PO#: 17184	Voucher #:	65504	Invoice		Invoice No: 604086374	10/27/2020	Paid Amt: \$857.09
							Check Amount: \$2,063.31
0118	chec	102316	03349		HOGLUND BUS CO., INC.		Check
				E 03	005 760 000 720 350	OPEN PO - PARTS	\$100.00
				E 03	005 760 000 720 350	OPEN PO - PARTS	\$100.00
				E 03	005 760 000 720 350	OPEN PO - PARTS	\$100.00
				E 03	005 760 000 720 350	OPEN PO - PARTS	\$100.00
				E 03	005 760 000 720 350	OPEN PO - PARTS	\$112.16
PO#: 17181	Voucher #:	65505	Invoice		Invoice No: 138620	10/27/2020	Paid Amt: \$512.16
							Check Amount: \$512.16
0118	chec	102317	5590		HOLDEN ELECTRIC		Check
				E 05	005 865 000 347 305	Repairs to wood/metal shop safety issues IEA	\$8,640.00
PO#: 16976A	Voucher #:	65506	Invoice		Invoice No: 60748	10/27/2020	Paid Amt: \$8,640.00
							Check Amount: \$8,640.00
0118	chec	102318	01052		HOLKERS DO IT BEST LUMBER		Check
				E 01	005 810 000 000 420	OPEN PO	\$20.00
				E 01	005 810 000 000 420	OPEN PO	\$20.00
				E 01	005 810 000 000 420	OPEN PO	\$20.00
				E 01	005 810 000 000 420	OPEN PO	\$10.06
PO#: 17068	Voucher #:	65507	Invoice		Invoice No: C15164	10/27/2020	Paid Amt: \$70.06
				E 01	020 255 058 000 556	2 x 8 x 12' Form board	\$65.08
				E 01	020 255 058 000 556	2 x 8 x 10' Form board	\$115.84
				E 01	020 255 058 000 556	20' Re-Bar	\$52.15
				E 01	020 255 058 000 556	Re-bar ties	\$3.99
				E 01	020 255 058 000 556	2 x 6 x 14' screed board	\$23.64
PO#: 17262	Voucher #:	65508	Invoice		Invoice No: C14168	10/27/2020	Paid Amt: \$260.70
				E 01	005 810 000 000 420	OPEN PO	\$25.74
PO#: 17068	Voucher #:	65509	Invoice		Invoice No: C13479	10/27/2020	Paid Amt: \$25.74

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	102318	01052		HOLKERS DO IT BEST LUMBER		Check
				E 01 005 010 000 000 401	REPLACEMENT GLASS FOR GRAD PICTUF	\$189.57	
PO#: 17157	Voucher #:	65510	Invoice	Invoice No: C13957/14053/14043	10/27/2020		Paid Amt: \$189.57
				E 01 020 255 000 000 430	Open P.O. Carpentry supplies	\$20.00	
				E 01 020 255 000 000 430	OPEN PO	\$20.00	
				E 01 020 255 000 000 430	OPEN PO	\$39.51	
PO#: 17238	Voucher #:	65511	Invoice	Invoice No: C14297	10/27/2020		Paid Amt: \$79.51
				E 01 005 810 000 000 420	OPEN PO	\$65.92	
PO#: 17068	Voucher #:	65512	Invoice	Invoice No: C14686	10/27/2020		Paid Amt: \$65.92
							Check Amount: \$691.50
0118	chec	102319	5140		INSTITUTE FOR ENVIRONMENTAL ASSESSMENT		Check
				E 05 005 865 000 352 305	7 site visits per Taylor for services listed in quc	\$750.00	
PO#: 17112	Voucher #:	65513	Invoice	Invoice No: 00036855	10/27/2020		Paid Amt: \$750.00
							Check Amount: \$750.00
0118	chec	102320	01098		JOHNSON TELEPHONE CO		Check
				E 01 005 810 000 000 320	Telephone R0520	\$606.43	
PO#:	Voucher #:	65514	Invoice	Invoice No: 102520	10/27/2020		Paid Amt: \$606.43
				E 01 005 810 000 000 320	TELEPHONE R4513	\$31.18	
PO#:	Voucher #:	65515	Invoice	Invoice No: 10252020R4513	10/27/2020		Paid Amt: \$31.18
							Check Amount: \$637.61
0118	chec	102321	01095		LAKE COUNTRY POWER		Check
				E 01 005 810 000 000 332	142919001	\$11,933.00	
				E 01 005 810 000 000 332	900505551	\$1,244.00	
				E 01 005 810 000 000 332	140849101	\$709.00	
				E 01 005 810 000 000 332	500527850	\$44.00	
				E 01 005 810 000 000 332	500514950	\$43.00	
PO#:	Voucher #:	65517	Invoice	Invoice No: 10092020	10/27/2020		Paid Amt: \$13,973.00
							Check Amount: \$13,973.00
0118	chec	102322	4985		LEARNING SCIENCES INTERNATIONAL		Check
				E 01 020 204 000 414 303	FULL PACKAGE MARZANO PROTOCOL & L	\$1,000.00	
				E 01 010 204 000 414 303	FULL PACKAGE MARZANO PROTOCOL & L	\$1,000.00	
PO#: 17295	Voucher #:	65553	Invoice	Invoice No: Q-13180	10/27/2020		Paid Amt: \$2,000.00
							Check Amount: \$2,000.00
0118	chec	102323	5597		LIBERTY MUTUAL INSURANCE		Check
				E 01 005 940 000 000 340	COMMERCIAL UMBRELLA COVERAGE	\$1,572.00	
				E 01 005 940 000 000 340	COMMERCIAL PKG ₄₅	\$39,644.37	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	102323	5597		LIBERTY MUTUAL INSURANCE		Check
				E 03	005 760 000 720 340 BUSINESS AUTO	\$11,939.00	
PO#:	Voucher #:	65516	Invoice	Invoice No:	11012020	10/27/2020	Paid Amt: \$53,155.37
							Check Amount: \$53,155.37
0118	chec	102324	6224		LITERACY RESOURCES LLC		Check
				E 04	500 582 000 338 460 Heggerty PreK curriculum	\$239.97	
				E 04	500 582 000 338 460 Heggerty ABC Cards	\$59.98	
				E 04	500 582 000 338 460 Shipping	\$24.00	
PO#: 17274	Voucher #:	65518	Invoice	Invoice No:	68448	10/27/2020	Paid Amt: \$323.95
							Check Amount: \$323.95
0118	chec	102325	1095		MARCO TECHNOLOGIES LLC		Check
				E 01	005 110 371 000 370 DISTRICT	\$706.05	
				E 01	010 203 202 000 370 ELEMENTARY	\$706.05	
				E 01	010 203 202 000 370 SECONDARY	\$706.04	
PO#:	Voucher #:	65520	Invoice	Invoice No:	425953700	10/27/2020	Paid Amt: \$2,118.14
							Check Amount: \$2,118.14
0118	chec	102326	1457		McMASTER-CARR SUPPLY CO		Check
				E 01	005 810 000 000 410 Tyvek Polyethylene Disposable Coveralls with	\$43.45	
				E 01	005 810 000 000 410 Freight	\$11.32	
PO#: 17222	Voucher #:	65521	Invoice	Invoice No:	46977404	10/27/2020	Paid Amt: \$54.77
							Check Amount: \$54.77
0118	chec	102327	2598		MESPA		Check
				E 01	010 050 000 000 366 REGISTRATION FOR SCHOOL LAW SEMIN/	\$125.00	
PO#: 17297	Voucher #:	65550	Invoice	Invoice No:	11091	10/27/2020	Paid Amt: \$125.00
							Check Amount: \$125.00
0118	chec	102328	6020		MN PEIP		Check
				E 01	010 050 000 000 291 R- Elem Admin	\$738.72	
				E 01	005 020 000 000 291 R-Admin Support	\$738.72	
				E 01	010 203 000 000 291 R-Elem Teach	\$1,328.16	
				E 01	010 203 000 000 291 R Second-Teach	\$516.58	
				B 03	215 031 Transportation	\$1,513.59	
				B 02	215 031 Food Service	\$1,033.16	
				B 01	215 031 Current Staff	\$33,555.35	
PO#:	Voucher #:	65519	Invoice	Invoice No:	1010063	10/27/2020	Paid Amt: \$39,424.28
							Check Amount: \$39,424.28
0118	chec	102329	5736		MSC INDUSTRIAL SUPPLY		Check
				E 01	020 250 270 809 401 Countersink Set, GX01056993	\$133.00	
				E 01	020 250 270 809 401 Hertel 4 flute tap, 1/4-18 NPT, GX59920439	\$69.68	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	102329	5736		MSC INDUSTRIAL SUPPLY		Check
				E 01 020 250 270 809 401	Accupro 1/2" 2 flute end mill, GX41054651	\$94.06	
				E 01 020 250 270 809 401	Accupro 1/2" endmill 4 flute, GX41054693	\$94.06	
				E 01 020 250 270 809 401	Magafor Drill/countersink set, GX31206923	\$90.99	
				E 01 020 250 270 809 401	General 1/4-1/2 Tap Wrench	\$14.54	
				E 01 020 250 270 809 401	Dykem White Paint pen, GX02598670	\$4.47	
				E 01 020 250 270 809 401	Norton 60 grit cut off wheels, GX47447883	\$31.25	
				E 01 020 250 270 809 401	Tru-Maxx 25 yards x 1" 3 roll sand kit, GX5243	\$46.85	
				E 01 020 250 270 809 401	Acid Brush set, GX06551923	\$3.62	
				E 01 020 250 270 809 401	Shaviv Deburring tool, GX05751003	\$21.62	
				E 01 020 250 270 809 401	Shaviv Deburring Blade, GX05751011	\$24.00	
				E 01 020 250 270 809 401	Interstate R8 collet set, GX63327704	\$190.40	
				E 01 020 250 270 809 401	5/16" Tool bit, BL-5 Grade C5, #72663206	\$21.21	
				E 01 020 250 270 809 401	38 piece, 1/2" wide Carbide tool set, #029525C	\$104.43	
				E 01 020 250 270 809 401	Tru-Max 36 grit Grinding wheel 8", #70181029	\$27.24	
				E 01 020 250 270 809 401	Dykem- Blue layout fluid 4 ounce, #00264036	\$8.81	
				E 01 020 250 270 809 401	Hertel 1/8" square end mill 4 flute, #74452921	\$35.64	
				E 01 020 250 270 809 401	Accupro 1/8" ball end mill, #09492299	\$59.28	
				E 01 020 250 270 809 401	Shipping and handling	\$0.00	
	PO#: 17239	Voucher #: 65522	Invoice	Invoice No: 93342192	10/27/2020	Paid Amt: \$1,075.15	Check Amount: \$1,075.15
0118	chec	102330	5729		MURPHY MANAGEMENT CONSULTANTS		Check
				E 01 005 110 000 000 305	JOB DESCRIPTION/EVALUATION-HEALTH F	\$95.00	
	PO#:	Voucher #: 65523	Invoice	Invoice No: 10192020	10/27/2020	Paid Amt: \$95.00	Check Amount: \$95.00
0118	chec	102331	4065		NORTHERN STAR COOPERATIVE		Check
				E 03 005 760 000 720 441	UNLEADED	\$625.57	
				E 03 005 760 000 720 444	DIESEL	\$3,101.27	
	PO#:	Voucher #: 65525	Invoice	Invoice No: 9302020	10/27/2020	Paid Amt: \$3,726.84	Check Amount: \$3,726.84
0118	chec	102332	5439		NOR-TRAN INC.		Check
				E 01 310 294 210 733 360	STORM FOOTBALL TRANSPORTATION	\$863.75	
	PO#:	Voucher #: 65524	Invoice	Invoice No: 1526	10/27/2020	Paid Amt: \$863.75	Check Amount: \$863.75
0118	chec	102333	5651		OFFICE OF MN.IT SERVICES		Check
				E 01 005 810 000 000 320	LD PHONE 47	\$98.20	
	PO#:	Voucher #: 65526	Invoice	Invoice No: W20090712	10/27/2020	Paid Amt: \$98.20	Check Amount: \$98.20

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102334	3194		PALOS SPORTS		Check		
				E 01	010 411 000 740 433	MEGA BANDS		\$39.99	
				E 01	010 411 000 740 433	SHIPPING		\$12.95	
		PO#: 17228	Voucher #: 65527	Invoice	Invoice No: 5512107-00				Paid Amt: \$52.94
						10/27/2020			Check Amount: \$52.94
0118	chec	102335	4632		PEMBERTON SORLIE RUFER &		Check		
				E 01	005 110 000 000 305	LEGAL SERVICEW		\$664.50	
		PO#:	Voucher #: 65528	Invoice	Invoice No: 127				Paid Amt: \$664.50
						10/27/2020			Check Amount: \$664.50
0118	chec	102336	1915		RESERVE ACCOUNT		Check		
				E 01	005 110 000 000 329	POSTAGE FOR METER		\$300.00	
				E 01	020 211 000 000 329	POSTAGE FOR METER		\$600.00	
				E 01	010 203 202 000 329	POSTAGE FOR METER		\$600.00	
		PO#: 17278	Voucher #: 65529	Invoice	Invoice No: 10262020				Paid Amt: \$1,500.00
						10/27/2020			Check Amount: \$1,500.00
0118	chec	102337	6230		RUGGED PROTECTION		Check		
				E 01	010 630 070 154 455	Rugged molded snap on case for Lenovo 300		\$874.50	
				E 01	010 630 070 154 455	rugged molded snap on case for Lenovo 100e		\$247.50	
				E 01	010 630 070 154 455	shipping and handling		\$53.38	
		PO#: 17255	Voucher #: 65530	Invoice	Invoice No: 5221				Paid Amt: \$1,175.38
						10/27/2020			Check Amount: \$1,175.38
0118	chec	102338	05304		SANDSTROM'S		Check		
				E 02	005 770 000 701 495	MILK		\$120.00	
				E 02	005 770 000 705 495	MILK		\$120.00	
		PO#:	Voucher #: 65531	Invoice	Invoice No: 322566				Paid Amt: \$240.00
				E 02	005 770 000 705 495	BREAKFAST MILK		\$152.25	
				E 02	005 770 000 701 495	LUNCH MILK		\$152.25	
		PO#:	Voucher #: 65532	Invoice	Invoice No: 328023				Paid Amt: \$304.50
				E 02	005 770 000 705 495	BREAKFAST MILK		\$56.25	
				E 02	005 770 000 701 495	LUNCH MILK		\$56.25	
		PO#:	Voucher #: 65533	Invoice	Invoice No: 327211				Paid Amt: \$112.50
				E 02	005 770 000 705 495	BREAKFAST MILK		\$96.00	
				E 02	005 770 000 701 495	LUNCH MILK		\$96.00	
		PO#:	Voucher #: 65534	Invoice	Invoice No: 326588				Paid Amt: \$192.00
				E 02	005 770 000 705 495	BREAKFAST MILK		\$85.00	
				E 02	005 770 000 701 495	LUNCH MILK		\$85.00	
		PO#:	Voucher #: 65535	Invoice	Invoice No: 326218				Paid Amt: \$170.00
				E 02	005 770 000 705 495	BREAKFAST MILK		\$124.00	

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0118	chec	102338	05304		SANDSTROM'S		Check		
				E 02 005 770 000 701 495	LUNCH MILK			\$124.00	
PO#:	Voucher #:	65539	Invoice	Invoice No:	328935	10/27/2020	Paid Amt:		\$248.00
				E 02 005 770 000 705 495	BREAKFST MILK			\$120.00	
				E 02 005 770 000 701 495	LUNCH MILK			\$120.00	
PO#:	Voucher #:	65540	Invoice	Invoice No:	324687	10/27/2020	Paid Amt:		\$240.00
							Check Amount:		\$1,507.00
0118	chec	102339	4925	R	SCHOOL SPECIALTY INC		Check		
				E 04 500 582 000 338 430	Sportime Playground Rubber Balls, Assorted C			\$58.94	
				E 04 500 582 000 338 430	Learning Resources Stethoscope Item #: 1397			\$57.28	
				E 04 500 582 000 338 430	Learning Resources Pretend & Play Camp Se			\$30.07	
				E 04 500 582 000 338 430	Childcraft Market and Grocery Shopping Rolep			\$152.77	
				E 04 500 582 000 338 430	Abilitations Inflatable PeaPod Junior, 48 Inche			\$383.96	
PO#: 17275	Voucher #:	65536	Invoice	Invoice No:	308103665006	10/27/2020	Paid Amt:		\$683.02
							Check Amount:		\$683.02
0118	chec	102340	4800		SHAWN DICKINSON		Check		
				E 04 500 505 000 321 401	REFUND FLAG FOOTBALL FEE			\$25.00	
PO#:	Voucher #:	65537	Invoice	Invoice No:	10072020	10/27/2020	Paid Amt:		\$25.00
							Check Amount:		\$25.00
0118	chec	102341	5826		SOUTHERN MINNESOTA INSPECTION		Check		
				E 05 005 865 000 369 305	Safety Overhead Repairs per quote 26241 anc			\$8,644.04	
PO#: 17204	Voucher #:	65538	Invoice	Invoice No:	16643 & 6644	10/27/2020	Paid Amt:		\$8,644.04
							Check Amount:		\$8,644.04
0118	chec	102342	5624		SPEECH PARTNERS		Check		
				E 01 010 401 000 740 394	DISTANCE SPEECH LEARNING			\$7,183.80	
				E 01 010 401 000 740 394	Purchase Speech Services			\$188.50	
PO#:	Voucher #:	65541	Invoice	Invoice No:	63183/63210	10/27/2020	Paid Amt:		\$7,372.30
							Check Amount:		\$7,372.30
0118	chec	102343	5632		Stoneware, Inc		Check		
				E 01 005 630 042 000 305	MISCLanSchool 1-year subscription license pe			\$360.00	
PO#: 17243	Voucher #:	65542	Invoice	Invoice No:	00117941	10/27/2020	Paid Amt:		\$360.00
							Check Amount:		\$360.00
0118	chec	102344	6146		TC's FOODS INC		Check		
				E 04 500 585 000 362 490	COMM ED FOOD SERVICE SUPPLY			\$5.89	
PO#:	Voucher #:	65544	Invoice	Invoice No:	48105	10/27/2020	Paid Amt:		\$5.89
				E 02 005 770 000 701 490	HUNTS KETCHUP 49			\$9.95	
PO#:	Voucher #:	65545	Invoice	Invoice No:	48481	10/27/2020	Paid Amt:		\$9.95

ISD#118 Remer-Longville Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	102344	6146		TC's FOODS INC		Check
				E 04	500 585 000 332 401	Pumpkins for after school enrichment	\$299.40
	PO#: 17234	Voucher #:	65546	Invoice	Invoice No: 48111	10/27/2020	Paid Amt: \$299.40
							Check Amount: \$315.24
0118	chec	102345	5940		UR TURN, SBC		Check
				E 01	020 710 000 000 405	ANNUAL SUBSCRIPTION	\$2,000.00
	PO#: 17246	Voucher #:	65547	Invoice	Invoice No: 20-038	10/27/2020	Paid Amt: \$2,000.00
							Check Amount: \$2,000.00
0118	chec	102346	5581		US Foods, Inc		Check
				E 02	005 770 000 705 490	BREAKFAST	\$237.96
				E 02	005 770 000 701 490	LUNCH	\$202.70
				E 02	005 770 000 701 401	SUPPLIES	\$194.31
	PO#:	Voucher #:	65548	Invoice	Invoice No: 3793987	10/27/2020	Paid Amt: \$634.97
				E 02	005 770 000 706 490	fruit veggie grant	\$63.58
	PO#:	Voucher #:	65549	Invoice	Invoice No: 3793988	10/27/2020	Paid Amt: \$63.58
							Check Amount: \$698.55
							Report Total: \$277,636.99

ISD#118 Remer-Longville
Detail Payment Register By Check
Fund Summary

Fund Description	Total
01 General Fund	\$92.25
03 Transportation Fund	\$25.00
Report Total	\$117.25

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0118	chec	3724			BMO CORPORATE MASTERCARD		Wire
				E 01 010 411 000 740 433	Yes and No file folder activities		\$6.00
				E 01 010 411 000 740 433	Functional Literacy Leveled Daily Curriculum F		\$14.00
				E 01 010 411 000 740 433	30 Sorting Activities by color, size, and type		\$4.40
				E 01 010 411 000 740 433	Level 1 Math Daily Curriculum File Folder Acti		\$14.00
				E 01 010 411 000 740 433	Life Skills Household Bundle Unit		\$47.52
PO#: 17187	Voucher #:	65554	Invoice	Invoice No:	6465880910NY	10/4/2020	Paid Amt: \$85.92
			E 03 005 760 000 720 305	QUERIES FOR DRIVERS		\$25.00	
PO#: 17227	Voucher #:	65555	Invoice	Invoice No:	26Q11NAV	10/4/2020	Paid Amt: \$25.00
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PO#:	Voucher #:	65556	Invoice	Invoice No:	TPT PART 2	10/4/2020	Paid Amt: \$6.33
Check Amount:							\$117.25
Report Total:							\$117.25

Adopted: _____

Independent School District #118 Policy 522

Orig. 1995

Revised: _____

Rev. 2020

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 C.F.R. Part 106. These regulations, which go into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 C.F.R. § 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator is:

Jon Payne, Assistant Principal, (218) 566-2351, jpayne@isd118.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
1. A formal complaint filed by a complainant must be a physical document or

an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
 - J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate

Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint, or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a

complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

- E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

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

- F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or

interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

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

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days

of the date the determination of responsibility or dismissal was provided to the parties.

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

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

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

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

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

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to

impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

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

same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

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

VIII. DISMISSAL OF A FORMAL COMPLAINT

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

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the

formal complaint.

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

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties

to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of

the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

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

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or

circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

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

XIV. DISSEMINATION OF POLICY

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

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 - 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

**LICENSED STAFF SENIORITY LIST
2020-21**

Name	Certification Area	Tier	Date of First Service	Total Yrs Taught	District Seniority Yrs
Myers, Jill	Elementary Education (K-6)	4	8/22/90	29.25	29.25
Shepard, Terri	School Social Worker	4	12/16/91	29	29
Figgins, Laura	1-6 Elementary Education	4	8/30/94	28	26
Kitchenhoff, Jackie	Science 5-9 K-12 Emotionally/Behaviorally Disorder Physics Chemistry	4	8/29/95	26	25
Bachmann, Scott	7-12 Coaching K-12 Health Education K-12 Physical Education	4	8/26/97	23	23
Boucher, Raina	K-6 Elementary Education	4	8/28/00	22 (364466)	20
Horn, Michael	5-12 Social Studies	4	8/28/00	20 (388496)	20
Daugherty, Shem	7-12 Social Studies	4	8/28/00	20 (392145)	20
Gravelle, Mark	5-12 Industrial Arts	4	8/27/01	19	19
Hasse, Tim	7-12 English/Language Arts K-12 Library Media Specialist	4	8/26/02	19	18
Procopio, Carol	5-12 Mathematics	4	8/25/05	21	14.25
Benson, MaryKay	7-12 Life Sciences 5-9 Science 9-12 Chemistry	4	7/15/11	28	8
Weston, Jodi	Pre-Kindergarten 1-6 Elementary Education K-12 Emotional Behavior Disorders K-12 Learning Disabilities	4	08/27/12	13	8
Knapp, Julie	K-6 Elementary Education Age 3 – K Pre-Primary	4	08/29/12	8	8
Monroe, Leah	American Indian Language & Culture	4	08/26/13	6.29	6.29
Birt, Kathleen	K-6 Elementary Education K-12 Learning Disabilities	4	12/16/13	6.5	6.5

Name	Certification Area	Tier	Date of First Service	Total Yrs Taught	District Seniority Yrs
	B-12 Autism Spectrum Disorders B-12 Blind or Visually Impaired K-12 Emotional Behavior Disorders Director of Special Education				
Osterhoudt, Amber	1-6 Elementary Education 5-8 Communication arts/Literature K-12 Reading	4	08/25/2014	6 (478902)	6
Torgerson, Maxwell	K-6 Elementary Education B-Grade 3 Early Childhood Education	4	08/25/2014	6 (479900)	6
Scott Peterson	K-12 School Counselor	4	09/22/2014	5.90	5.90
Holmied, Kelly	K-6 Elementary Education	4	10/13/2014	5.82	5.82
Kuck, Lori	K-12 Learning Disabilities 1-6 Elementary Education 9-12 Tchr/Coord Work Based Learning	4	01/05/2015	5.56	5.56
McKinney, Stacey	1-6 Elementary Education K-12 Learning Disabilities K-12 Emotional Behavior Disorders	4	01/14/2015	10	5.51
Heruth, Raina	PreK – 12 School Psychologist	4	08/31/2015	8	5
Sharp, Nathaniel	5-12 Mathematics	4	08/31/2015	5	5
Johnson, Michelle	1-6 Elementary Education	4	08/31/2015	18	5
Edstrom, Katelyn	5-12 Communication Arts/Literature	4	08/15/2016	4	4
Sparen, Sam	K-12 Physical Education	2	08/25/2017	3 (484391)	3
Mast, Kelly	B-Grade 3 Early Childhood Education	4	08/24/2018	2 (508865)	2
Kapella Kasper, Traci	School Social Worker	4	08/24/2018	2	2
Christensen, Cortney	1-6 Elementary Education	4	08/24/2018	7 (414056)	2
Hall, Roberta	K-6 Elementary Education	2	08/24/2018	10 (481664)	2
Gruba, Josey	K-12 Instrumental and Classroom Music	3	08/23/2019 (1001195)	1	1
Miller, Kimberley	K-12 EBD K-12 Academic and Behavioral Strategist	4	08/23/2019 (473332)		1

Name	Certification Area	Tier	Date of First Service	Total Yrs Taught	District Seniority Yrs
Quittschreiber, Megan	K-12 Visual Arts	3	08/23/2019 (1000993)	1	1
Thompson, Lavonne	American Indian Language & Culture	3	08/29/2019	1	1
Gilbertson, Terry	Pre-Kindergarten Family Ed/Early Childhood Early Childhood Special Ed	4	08/31/2020	8	0
Parkinson, Cheri	Pre-Kindergarten Family ED/Early Childhood K-6 Elementary Education Parent and Family Education	4	08/31/2020		0
Penke, Kendra	K-12 Vocal and Classroom Music	3	08/31/2020	0	0
Jelencich-Klein, Kelly	K-12 Learning Disabilities K-12 Developmental Disabilities	4	08/31/2020	7	0

Posted:

Board Approved:

Northland Community Schools - INDEPENDENT SCHOOL DISTRICT #118 Remer, Minnesota

ASSOCIATE STAFF EMPLOYEE SENIORITY LIST Seniority Years are determined as of **7/1/2020** 2020-21

<u>Name</u>	<u>District Employment Date</u>	<u>Seniority Years</u>		<u>Name</u>	<u>District Employment Date</u>	<u>Seniority Years</u>
Combined Classifications: Clerical, Instructional and Management, Para II						
Phyllis Wake	September 24, 1992	27		Payroll Clerk		
Carla Hopkins	September 6, 1995	24		Mel Ford	July 15, 2014	5
Toni Gross	August 20, 1998	21				
Terri Datzman	September 16, 1999	20		Cooks I & II		
Ruth Wersal	July 20, 2000	19		Wanda Schear	August 15, 2019	0
Denise Stefan	November 16, 2000	19				
Jamie Kendall	September 18, 2003	16				
Amanda Jones	March 21, 2005	15		Kitchen Helper		
Christine Nihart	September 2, 2009	10				
Carol O'Brien	February 12, 2010	10		Cleaner		
Nancy Grabinski	October 15, 2013	6		Amber Schuessler	September 14, 2020	0
Tandy Kibbler	August 11, 2014	5		Custodians		
Cindi Troyna	October 5, 2015	4		Dale Pound	February 26, 2015	5
Kelly Matusovic	November 19, 2015	4		Paul Ritter	May 5, 2017	3
Marla Adcock	December 9, 2015	4		Shayne Loverink	September 10, 2018	1
Kim Frank	August 16, 2016	3		Diane Loverink	September 8, 2020	0
Sara Smith	September 7, 2017	2				
Angela Hare	December 19, 2017	2		Mechanic		
Alyssa Troyna	March 19, 2018	2		Jacob Wilkinson	October 13, 2014	5
				Bus Drivers		
				Richard Wake	May 23, 1991	30
				Terri Datzman	September 16, 1999	20
				Larry Morrison	August 20, 2015	4
District Computer Technician				Flo Cichy	August 22, 2017	2
Lori Sizenbach	September 21, 1995	24		Ken Grabinski	October 1, 2018	1
				Rod Knight	February 1, 2019	1
Secretaries				Daniel Bye	September 23, 2019	0
Marilyn Ford	July 15, 2014	5	77	David Kitchenhoff	August 7, 2020	0
Debra Schaefer	August 1, 2017	2		Sarah Dixon	August 7, 2020	0
Tasha Draeving	May 20, 2019	1				

Appendix A
School District and Family Center LCTS Services/Programs

WITNESSETH

WHEREAS, there has been an increase in the number of children with behavioral and family problems requiring interagency intervention; and

WHEREAS, there has been an increase in the number of these children requiring placement out of their homes in facilities located outside the County and the School Districts of Cass County; and

WHEREAS, the cost of treatment, room and board to the Agency and the cost of education to districts, for out of county placements have strained their respective budgets; and

WHEREAS, Cass County, Cass County Schools, Cass County Family Centers and the Cass County Children's Initiative have a commitment to service children locally

NOW, THEREFORE, Cass County Commissioners, Cass County School Districts, Cass County Family Centers and the Cass County Children's Initiative hereby agree to participate in the provision of developing and providing preventive or early intervention services to children, adolescents and families at risk.

Eligible parties are: Pillager School District, Pine River-Backus School District, Walker-Hackensack-Akeley School District, Cass Lake-Bena School District, Northland Community Schools and the three Cass County Family Centers (Northland, Pillager, Pine River-Backus).

II. EACH OF THE PARTICIPATING PARTIES AGREES TO:

1. Develop and provide LCTS qualified preventive or early intervention services to children, adolescents and families at risk.
2. Maintain records according to mutually agreed upon standards and make such records available to other parties to the Agreement for inspection or audit as requested, subject to the Minnesota Government Data Practices Act and 20 U.S.C. 1232g, and the rules promulgated thereunder.
3. Ensure that project personnel whose cooperation and involvement are necessary for the success of the project are available to participate as needed.
4. Maintain all records necessary to gain maximum reimbursement for services delivered.

III. EACH OF THE PARTICIPATING SCHOOL DISTRICT ENTITIES AGREES TO:

1. The participating school district will pay the actual expenses as detailed in the annual, qualifying program budget for developing and providing qualifying LCTS preventive or early intervention services to children, adolescents and families at risk.

2. It shall be the responsibility of the school districts to provide the Children's Initiative fiscal agent the specific invoices and certification, on or before July 30 of each year.

IV. EACH OF THE PARTICIPATING FAMILY CENTER ENTITIES AGREES TO:

1. Provide timely, consistent data requested in how Integrate Funds were used towards qualifying preventive or early intervention services to children adolescents and families at risk.
2. It shall be the responsibility of the Family Centers to provide the Children's Initiative fiscal agent the specific invoices and certification, anytime during the year after January 15 and before October 31.

V. THE BOARD AGREES TO:

1. Assist school districts in the development of a contract that is satisfactory to all participating partners. If the contract developed is not satisfactory to a participating partner, then that partner shall not be required to sign the contract.
2. Reimburse, via itemized invoices, each of the participating school districts up to the Board designated amount for the qualifying LCTS program that engages preventive or early intervention services, including CTSS, to children, adolescents and families at risk. Payment will be made within 30 days of the end of the current school year invoice.
3. Any current year designated LCTS qualifying program funds per school district not needed for these services, may be applied towards CTSS services approved by the Cass County Children's Initiative Board.
4. Process itemized invoices up to the Board designated amount to the following, for qualified preventive or early intervention services to children, adolescents and families at risk, including Home Visiting programs: Northland Family Center, Pillager Family Center, and Pine River-Backus Family Center, Payment will be made within 30 days of the invoice date.

Appendix B Local Collaborative Time Study
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I. WITNESSETH

WHEREAS, Cass County, Cass County Schools, and the Cass County Children's Initiative have a commitment to develop collaborative efforts to service children; and to provide expanded prevention and early intervention services for children and families; and

WHEREAS, all participating parties have an opportunity to access certain federal reimbursement dollars and therefore have agreed to participate in the Local Collaborative Time Study (LCTS) through the Minnesota Department of Human Services;

NOW, THEREFORE, the Cass County Commissioners, Cass County School Districts, and the Cass County Children's Initiative hereby agree to participate in the LCTS through the Minnesota Department of Human Services.

II. EACH OF THE PARTICIPATING PARTIES AGREES:

1. To maintain and supply to the Collaborative Board of the Cass County Children's Initiative all necessary documentation to meet the reporting requirements of the LCTS.
2. All revenues earned through the LCTS shall be remitted to the Integrated Fund of the Cass County Children's Initiative.
3. To provide, or continue to provide, case management services designed to help families and children access health or health related services or provide case management services for children at risk of foster care and their families.
4. To participate in the LCTS under all terms and conditions agreed to in the contract between the Minnesota Department of Human Services and the County Social Service Agency (attachment 1 for reference) on behalf of Cass County Children's Initiative.
5. To maintain and supply all necessary documentation to meet the reporting requirements of the LCTS.
6. All revenues earned through the LCTS shall be placed in the integrated fund of Cass County Children's Initiative and be used by the collaborative to expand prevention and early intervention services for children and families.

III. THE COLLABORATIVE BOARD AGREES TO:

1. Be responsible for any federal fiscal disallowances or sanctions attributable to actions of the County, County's subcontractors, agencies participating in LCTS, or members of the collaborative.

Cass County Children's Initiative, Inc.

**c/o Pine River-Backus School District
PO Box 610, Pine River, MN 56474
218-833-2176**

INTERAGENCY AGREEMENT

**INTEGRATED FUND
INTERAGENCY AGREEMENT**

This Agreement shall be effective when adopted by all parties and remain in effect until revised or rescinded. Hereafter known as the parties includes the Cass County Children's Initiative Board, hereafter known as the Board; Cass County Board of Commissioners (including Public Health and Social Services) and Cass County Probation Department; Cass Lake-Bena School District; Walker-Hackensack-Akeley School District; Northland Community Schools; Pine River-Backus School District; Pillager School District; BI-CAP; and Cass County Family Centers.

I. WITNESSETH:

WHEREAS, all parties are committed to the vision and principles of the Cass County Children's Initiative; and

WHEREAS, the parties to this agreement desire a maximum degree of long range cooperation and administrative planning in order to help communities build strong families; and

WHEREAS, all parties are committed to improving services to children and families through the sharing of information, elimination of duplication of services and coordination of efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, may result in improved outcomes for children and families; and

WHEREAS, all parties mutually agree that combined financial resources, as identified in this agreement, shall be used to support the mission of the Cass County Children's Initiative; and

WHEREAS, all parties agree to contribute said financial resources to an integrated fund managed by the Board of the Cass County Children's Initiative, hereinafter referred to as the "Integrated Fund" and no payments will be made to partners without receipt of financial contribution as outlined below;

NOW, THEREFORE in consideration of the foregoing and the following agreements, the parties do hereby covenant and agree to the following:

II. EACH OF THE PARTIES AGREES TO:

1. Assign staff, as appropriate, to participate in the development and advancement of the Cass County Children's Initiative.
2. Identify resources which can be contributed to the integrated fund.
3. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
4. Comply with laws regarding data privacy and other applicable rules and procedures which relate to records use, security, dissemination, and retention/destruction.
5. Ensure the accuracy, preparation and distribution of all documentation necessary to assist the fiscal agent to the Cass County Children's Initiative, in meeting the reporting requirements of the Board. Information shall be retained at the site of the parties in accordance with all applicable retention schedules.
6. To abide by the Data Sharing, Data Privacy, and Release of Information guidelines as released by DHS and specific to LCTS, and specific to the Title IV-E Foster Care Candidacy Local Collaborative Time Study (LCTS).

III. THE BOARD AGREES TO:

1. Direct the fiscal agent to expend funds from the Integrated Fund only in accordance with applicable state and federal laws or rules and regulations governing categorical expenditures, or only in a manner that is consistent with the intent and purpose of this agreement or other agreement which may be used to further advance the mission of the Cass County Children's Initiative.
2. Actively seek and contribute to the integrated fund miscellaneous grant dollars.
3. May provide financial and technical support for local Area Family Councils.
4. Seek new opportunities for program development which strengthen collaborative efforts on a county wide basis.
5. Maintain a positive working relationship with state agencies and other family services collaboratives.
6. Prepare and distribute to all collaborative partners an annual report highlighting collaborative activity and project expenditures.
7. The Board shall direct the work and supervise the work of the Children's Initiative Director. The benefits and personnel policies affecting the Children's Initiative Director shall be determined by the Board of the Children's Initiative.
8. To assure Single Audit Act, OMB Circular A-128, and OMB Circular A-133 as applicable to meet Federal Funding guidelines.

IV. CASS COUNTY BOARD OF COMMISSIONERS (including Public Health and Social Services) and Cass County Probation AGREES TO:

1. Participate in the Local Collaborative Time Study under the terms and conditions of the program as listed in Appendix B of this agreement.

2. Contribute to the Integrated Fund, funds up to \$33,000 annually specifically for children's mental health services related programs as needed. Invoices must be itemized. All invoices must be received by December 15 of each year.
3. Contribute \$5,000.00 annually to the Integrated Fund of the Cass County Children's Initiative.
4. Return an executed contract within 45 days of receipt.

V. WALKER-HACKENSACK-AKELEY SCHOOL DISTRICT AGREES TO:

1. Participate in the Local Collaborative Time Study under the terms and conditions of the program as listed in Appendix B of this agreement.
2. Participate in developing and providing preventive or early intervention services to children, adolescents and families at risk potentially including CTSS, under the terms and conditions of the program as listed in Appendix A of this agreement.
3. Contribute \$5,000.00 annually to the Integrated Fund of the Cass County Children's Initiative.
4. Ensure the accuracy, preparation and distribution of all necessary documentation for the reporting, billing and payment of all LCTS qualifying programs under the terms and conditions outlined in this Agreement.
5. Return an executed contract within 45 days of receipt.

VI. CASS LAKE-BENA SCHOOL DISTRICT AGREES TO:

1. Participate in the Local Collaborative Time Study under the terms and conditions of the program as listed in Appendix B of this agreement.
2. Participate in developing and providing preventive or early intervention services to children, adolescents and families at risk potentially including CTSS, under the terms and conditions of the program as listed in Appendix B of this agreement.
3. Contribute \$5,000.00 annually to the Integrated Fund of the Cass County Children's Initiative.
4. Ensure the accuracy, preparation and distribution of all necessary documentation for the reporting, billing and payment of all LCTS qualifying programs under the terms and conditions outlined in this Agreement.
5. Return an executed contract within 45 days of receipt.

VII. NORTHLAND COMMUNITY SCHOOLS AGREES TO:

1. Participate in the Local Collaborative Time Study under the terms and conditions of the program as listed in Appendix B of this agreement.
2. Participate in developing and providing preventive or early intervention services to children, adolescents and families at risk potentially including CTSS, under the terms and conditions of the program as listed in Appendix A of this agreement.
3. Contribute \$5,000.00 annually to the Integrated Fund of the Cass County Children's Initiative.

4. Ensure the accuracy, preparation and distribution of all necessary documentation for the reporting, billing and payment of all LCTS qualifying programs under the terms and conditions outlined in this Agreement.
5. Return an executed contract within 45 days of receipt.

VIII. PINE RIVER-BACKUS SCHOOL DISTRICT AGREES TO:

1. Participate in the Local Collaborative Time Study under the terms and conditions of the program as listed in Appendix B of this agreement.
2. Participate in developing and providing preventive or early intervention services to children, adolescents and families at risk potentially including CTSS, under the terms and conditions of the program as listed in Appendix A of this agreement.
3. Contribute \$5,000.00 annually to the Integrated Fund of the Cass County Children's Initiative.
4. Ensure the accuracy, preparation and distribution of all necessary documentation for the reporting, billing and payment of all LCTS qualifying programs under the terms and conditions outlined in this Agreement.
5. Return an executed contract within 45 days of receipt.

IX. PILLAGER SCHOOL DISTRICT AGREES TO:

1. Participate in the Local Collaborative Time Study under the terms and conditions of the program as listed in Appendix B of this agreement.
2. Participate in developing and providing preventive or early intervention services to children, adolescents and families at risk potentially including CTSS, under the terms and conditions of the program as listed in Appendix A of this agreement.
3. Contribute \$5,000.00 annually to the Integrated Fund of the Cass County Children's Initiative.
4. Ensure the accuracy, preparation and distribution of all necessary documentation for the reporting, billing and payment of all LCTS qualifying programs under the terms and conditions outlined in this Agreement.
5. Return an executed contract within 45 days of receipt.

X. BI-CAP AGREES TO:

1. Contribute to the Cass County Children's Initiative resource and referral data for Cass and Beltrami County.
2. Contribute \$575.00 annually to the Integrated fund of the Cass County Children's Initiative.
3. Return an executed contract within 45 days of receipt.

XI. CASS COUNTY FAMILY CENTERS AGREE TO:

1. Participate in developing and providing preventive or early intervention services to children, adolescents and families at risk under the terms and conditions of the program as listed in Appendix A of this agreement. This would include the Home Visiting Programs currently in operation.
2. Ensure the accuracy, preparation and distribution of all necessary documentation for the reporting, billing and payment of qualified programs under the terms and conditions outlined in Appendix A of this Agreement.
3. Return an executed contract within 45 days of receipt.

XII. TERM OF AGREEMENT:

This Agreement shall be effective when adopted by all Parties and remain in effect until revised or rescinded.

XIII. AGENCY REPRESENTATIVES:

(This section specifies, by position, persons who have primary responsibility for implementing and monitoring the effectiveness of this agreement.)

1. BI-CAP Director
2. Cass County Board of Commissioners (including Public Health & Social Services) and Cass County Probation Department (2)
3. Cass Lake-Bena School District, Superintendent
4. Cass County Family Center Representatives (3)
5. Northland Community Schools, Superintendent
6. Pillager School District, Superintendent
7. Pine River-Backus School District, Superintendent
8. Walker-Hackensack-Akeley School District, Superintendent

XIV. INTERAGENCY DISPUTES:

In the event of a disagreement among two or more of the parties involved in this agreement, the disputing parties shall first attempt to work out the disagreement through informal communication. If this does not resolve the issue, the grieving party shall notify all other parties in writing of the nature of the dispute and shall request a meeting of the parties to resolve the issue or to collectively determine a process to resolve the dispute.

XV. MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of all parties and shall include a written document setting forth the modifications, signed by all parties.

XVI. OTHER INTERAGENCY AGREEMENTS:

All Parties acknowledge that this agreement does not preclude or preempt any of the agencies from entering into additional agreements with one or more parties to this agreement or with parties outside of this agreement. Such agreements shall not nullify this agreement.

XVII. RIGHT TO WITHDRAW

1. A party may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The approved party's Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement. The Notice must be received by July 1 to be effective December 31, allowing at least six (6) months for the withdrawal process.
2. Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) majority vote of the non-withdrawing parties' Boards.
3. If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties, so long as the minimum required parties (one school district, one public health entity, one county social services agency, one mental health organization, one community action agency (and one corrections agency) have not given notice of withdrawal.
4. Following its withdrawal from this Agreement, the withdrawing party shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other parties, and the Cass County Children's Initiative.
5. Upon withdrawal, funds contributed and dues paid by party shall remain in the Cass County Children's Initiative's Integrated Fund.

Signature page follows, please have chairperson of your organization/agency, upon your board's approval, sign and **return within 45 days of receipt of this agreement to:**

Cass County Children's Initiative
c/o Pine River-Backus School District
PO Box 610
Pine River, MN 56474

XVII. SIGNATURES OF PARTIES TO THIS AGREEMENT:

Chairperson, BI-CAP Signature	Date	Print
Chairperson, Cass County Board of Commissioners (including Public Health and Social Services) and Cass County Probation Signature	Date	Print
Chairperson, Cass Lake-Bena School District Signature	Date	Print
Chairperson, Northland Family Center Signature	Date	Print
Chairperson, Northland Community Schools Signature	Date	Print
Chairperson, Pillager School District Signature	Date	Print
Chairperson, Pillager Family Center Signature	Date	Print
Chairperson, Pine River-Backus School District Signature	Date	Print
Chairperson, Pine River-Backus Family Center Signature	Date	Print
Chairperson, Walker-Hackensack-Akeley School District Signature	Date	Print

Adopted: 8/21/97

Revised: 5/20/04, 3/18/10, 8/18

Reviewed 02/08, 03/09, 11/12, 10/13, 7/14, 2/16, 10/16, 8/17, 7/19, 10/20

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 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 Family and Medical Leave Act of 1993 (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. D.

- 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 fifteen 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

1. Eligible employees are entitled to a total of 12 work weeks of unpaid

family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
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.
- 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 410-5 Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the

member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
- (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may

also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to 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 in support of a contingency operation 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, in some situations, be required 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. It shall be the responsibility of the superintendent 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. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the 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 only be available 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.6., IV.A.9., IV.A.11., IV.A.12., and IV.A.13. 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)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

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413 HARASSMENT AND VIOLENCE: Sexual, Racial and/or Religious

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Assault" is:

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

lineal ancestors.

5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

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

or educational status;

- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence: Definition

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

H. Violence: Definition

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

IV. REPORTING PROCEDURES

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

district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- 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 takers 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 principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal 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 principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- G. In the District. The school board hereby designates the Principal as the school district human rights officer(s) to receive reports or complaints of religious, racial or sexual harassment or violence. 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 the policy will not affect the complainant or reporter's future employment, grades or educational or work assignments.
- J. Use of formal reporting forms is not mandatory.

- L. The school district will respect the privacy of the complainant, 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 conform 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 religious, racial or sexual harassment or violence, 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, students, teachers, administrators or other school district personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator or other school district personnel who retaliates against any person who commits and 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 of 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 or harassment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

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 (Student Sex Nondiscrimination)
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)

INDEPENDENT SCHOOL DISTRICT NO. 118
RELIGIOUS, RACIAL OR SEXUAL HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Religious, Racial or Sexual Harassment

Independent School District No. 118 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees 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 is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by any pupil, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person. _____

If the alleged harassment or violence was toward another person, identify that person. ____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature)
Received by _____

(Date)

(Date)

Adopted: 8/21/97

Independent School District #118 Policy 415

Revised: 7/20/00, 8/21/03, 7/9/19

Annual Review: 3/15/07, 03/09, 11/12 10/13, 7/14, 2/16, 10/16, 8/17, 8/18, 10/20

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. It is the policy of the school district to fully comply with Minn. Stat. § 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. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes 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 Minn. Stat. § 626.5572, Subd. 17.

- D. “Abuse” means: (a) 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 sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in 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. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, 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 section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) 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 Minn. Stat § 626.5572, Subd. 2.
- E. “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.
- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3)

receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received, possesses a physical or mental infirmity or other physical, mental or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

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

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 Minn. Stat. § 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 rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 626.556 (Reporting of Child Neglect)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)

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)

Adopted: 5/20/04

Independent School District #118 Policy 514

Revised: 5/24/05

Reviewed /Revised: 2/16/06 , 3/15/07, 3/09, 11/12, 10/13, 7/14, 2/16, 10/16, 8/17, 8/18, 12/19, 10/20

514 PROHIBITION OF HARRASSMENT, INTIMIDATION AND BULLYING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. An act of harassment, intimidation and bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school-related functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of harassment, intimidation and bullying but also to students who, by their indirect behavior, condone or support another student's act of harassment, intimidation and bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate harassment, intimidation or bullying
- C. Apparent permission or consent by a student being harassed, intimidated or

bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of harassment, intimidation or bullying is prohibited.
- E. False accusations or reports of harassment, intimidation and bullying against another student are prohibited.

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

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaged in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school

benefits, services, or privileges.

The term, “cyberbullying” specifically includes cyberbullying as defined in this policy.

B. “Cyberbullying” means bullying using technology or other electronic communication, including , but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property.

2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a students; or

3. Is directed to any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age or any additional characteristic defined in the Minnesota Human Rights act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined on this paragraph or the MHRA.

E. “On school premises, on school district property, at school-related functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school- related functions, activities, or events. While prohibiting harassment, intimidation and bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

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

H. “Student” means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

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

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

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include harassment, intimidation and bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building principal immediately.
- E. Reports of harassment, intimidation and bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- F. Submission of a good faith complaint or report of harassment, intimidation and bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent

with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Upon receipt of a complaint or report of harassment, intimidation and bullying, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district. For the incident to be classified as bullying there must be:
 - 1. An inequity of power between parties;
 - 2. the event must have occurred over time, i.e., repeated;
 - 3. must have malicious intent;
 - 4. substantially interferes with the student's educational benefits, opportunities or performance.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of harassment, intimidation or bullying, consistent with applicable law.
- C. Upon completion of the investigation, 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 the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.
- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a harassment, intimidation or bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged harassment, intimidation and bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such harassment, intimidation and bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

VII. TRAINING AND EDUCATION

- A. The school district will provide information and any applicable training to school district staff regarding this policy. This policy will be reviewed annually with staff.
- B. The school district will provide education and information to students regarding harassment, intimidation and bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of harassment, intimidation and bullying and other applicable initiatives to prevent harassment, intimidation and bullying. This policy will be reviewed with students annually.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent harassment, intimidation and bullying, to respond to harassment, intimidation and bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of harassment, intimidation and bullying.

VIII. NOTICE

The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

IX. PROCEDURES

- A. The Superintendent of Schools or the Superintendent's designee shall annually place this policy in all publications of the School District's comprehensive rules, procedures and standards of conduct for schools within the district, including the student handbook.
- B. The Principal or the Principal's designee is responsible for receiving complaints alleging violations of this policy. All school employees are required to report alleged violations of this policy. All other members of the school community including students, parents, volunteers and visitors, are encouraged to report any act that may be in violation of this policy. The reporting party is encouraged to submit reports in writing. Oral reports also shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- C. The Principal or the Principal's designee shall conduct a prompt, (within 48 hours excluding weekends & holidays) thorough and complete investigation of the alleged incident.
- D. The School District prohibits reprisal or retaliation against any person who reports an act of harassment, intimidation or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or

retaliation shall be determined by the administrator after consideration of the nature and circumstances of the act, in accordance with case law, federal and state statutes and regulation and district policies and procedures.

E. In determining the appropriate response to students who commit acts of harassment, intimidation or bullying, the Principal shall consider the following factors:

- the developmental and maturity levels of the parties involved,
- the levels of harm,
- the surrounding circumstances,
- the nature of the behaviors,
- past incidences or past or continuing patterns of behavior,
- the relationships between the parties involved and the context in which the alleged incidents occurred,
- an inequity of power between parties,
- the event must have occurred over time, i.e., repeated,
- must have malicious intent,
- Substantially interferes with the student's educational benefits, opportunities or performance.

Consequences and appropriate remedial action for students who commit acts of harassment, intimidation or bullying may range from positive behavioral interventions up to and including suspension or expulsion.

F. The Principal or the Principal's designee shall develop appropriate remedial action for a student found to have falsely accused another as a means of harassment, intimidation or bullying range from positive behavioral interventions up to and including suspension or expulsion. Consequences and appropriate remedial action for a school employee found to have falsely accused another, as a means of harassment, intimidation or bullying shall be disciplined in accordance with District policies, procedures and agreements.

Legal References: Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MASA/MSBA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MASA/MSBA Model Policy 413 (Harassment and Violence)
MASA/MSBA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MASA/MSBA Model Policy 415 (Mandated Reporting of Maltreatment)

of Vulnerable Adults)

MASA/MSBA Model Policy 423 (Employee-Student Relationships)

MASA/MSBA Model Policy 501 (School Weapons Policy)

MASA/MSBA Model Policy 506 (Student Discipline)

MASA/MSBA Model Policy 507 (Corporal Punishment)

MASA/MSBA Model Policy 515 (Protection and Privacy of Pupil
Records)

MASA/MSBA Model Policy 521 (Student Disability Nondiscrimination)

MASA/MSBA Model Policy 522 (Student Sex Nondiscrimination)

MASA/MSBA Model Policy 525 (Violence Prevention)

MASA/MSBA Model Policy 526 (Hazing Prohibition)

MASA/MSBA Model Policy 529 (Staff Notification of Violent Behavior
by Students)

MASA/MSBA Model Policy 709 (Student Transportation Safety Policy)

MASA/MSBA Model Policy 711 (Videotaping on School Buses)

MASA/MSBA Model Policy 712 (Video Surveillance Other Than on
Buses)

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Independent School District #118 Policy 806

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806 CRISIS MANAGEMENT POLICY

I. PURPOSE

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

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

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

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes

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

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

[Note: State law requires a minimum of five school lock-down drills each school year. See Minn. Stat. § 121A.035.]

- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation

procedures should also address transporting necessary medications for students that take medications during the school day.

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

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

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

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

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct

evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

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

C. Facility Diagrams and Site Plans

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

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be

involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

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

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

E. Warning Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings.

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

F. Early School Closure Procedures

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

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

G. Media Procedures

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

H. Grief-Counseling Procedures

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

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

Legal References:

Minn. Stat. Ch. 12 (Emergency Management)

Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)

Minn. Stat. § 121A.035 (Crisis Management Policy)

Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)

Minn. Stat. § 299F.30 (Fire Drill in School)

Minn. Stat. § 326B.02, Subd. 6 (Powers)

Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)

Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

Minn. Rules Ch. 7511 (Fire Safety)

20 U.S.C. § 1681, *et seq.* (Title IX)

20 U.S.C. § 6301, *et seq.* (No Child Left Behind Every Student Succeeds Act)

20 U.S.C. § 7912 (Unsafe ~~School~~ School Choice Option)

42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

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Independent School District #118 Policy 414

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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 Minn. Stat. § 626.556 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 which:
 - 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 Minn. Stat. Ch. 260C [Child Protection] and Minn. Stat. Ch 260D (Child in Voluntary Foster care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat 260C.451 (Foster Care benefits Past Age 18)..
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to

believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.

E. “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 **care**, or other care required for 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;
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;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her 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 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, or 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 Minn. Stat. § 260C.007, Subd. **64**, 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 include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and

depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. 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 Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care 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 Minn. Stat. § 121A.67 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which 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 Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (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) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 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 neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, 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.
- J. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, ~~as well as~~ 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 which 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 Minn. Stat § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “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 employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, 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 assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect 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 ~~and 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 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. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- 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, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

[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 not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the 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 a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials 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 will 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 perpetrator 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 perpetrator 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, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 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. § 121A.67 (Aversive and Deprivation 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. 64, Clause (5) (Child in Need of Protection)

Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Adopted: 09/18/97

Independent School District# 118

Policy 524

Annual Review: 3/15/07,03/09, 11/21/12, 12/10/19

Revised: 04/20/00, 05/20/04 04/20/06, 12/2006, 3/15/07,02/08, 3/09

05/17/2012, 6/21/2012, 10/22/13, 01/06/14, 7/15/14, 2/18/16 , 10/27/16, 1/3/18, 10/20/20

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications. Utilization of technology is an inherent managerial policy under MN Statute 179A.07.

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school

district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

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

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

- (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

- (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to,

social networks such as ~~“MySpace” and “Facebook.”~~, “Twitter,” “Instagram,” “Snapchat,” “Reddit,” “TikTok” and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

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

10. Users will not conduct personal business on district owned computers during the established work day.

Staff members will not use district owned computers for recreational use during established work hours.

11. Students must not be permitted to play non-educational games. Routinely allowing students to play games is strictly prohibited. However, it is permissible to allow a class and/or student as a reinforcer to use educationally related programs or sites.

B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

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

VI. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
1. Obscene;
 2. Child pornography; or
 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response. Students will be taught about the benefit/hazards of online social behavior, social networking and cyber bullying.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

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

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives or servers.
 - b. Information retrieved through school district computers, networks or online resources.
 - c. Personal property used to access school district computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic

communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.

- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
 47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff’d on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d ~~656~~565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F. Supp.2d888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
~~*J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)~~

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 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
 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 519 (Interviews of Students by Outside

Agencies)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Independent School Dist. #118 Network Acceptable Use and Responsibility Policy Agreement Regulation

Please read the following carefully before signing this document. This is a legally binding agreement and must be signed before you will be given an access account.

Independent School Dist. #118 supports instruction through the use of educational and administrative computers, school licensed software and other media, as well as networks and servers. Independent School Dist. #118 provides Internet access. The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual people. Students, teachers, support staff, parents and school board members have limited access to: (1) electronic mail (e-mail) communication with people all over the world; (2) information and news from a variety of sources and research institutions; (3) public domain and shareware software; (4) discussion groups on a wide variety of educational topics; (5) access to many university libraries, the Library of Congress, and more!

With access to computers and people all over the world comes the availability of some material that may not be considered to be of educational value within the context of the school setting. Independent School Dist. #118 has taken precautions to restrict access to controversial materials. However, on a global network such as the Internet, it is impossible to control the content of all available materials. Independent School Dist. #118 firmly believes that the valuable information and interaction available on this worldwide network far outweigh the possibility of users accidentally procuring material that is not consistent with the educational goals within each school.

Following are guidelines provided to establish the responsibilities of anyone using Independent School Dist. #118s' computers, media, computer networks and/or Internet access. Use of Network accounts is a privilege. If a user violates any of these provisions, his or her access may be terminated and any future access could be denied. **The signature(s) at the end of this document is (are) legally binding and indicate(s) the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance. Any user who violates the terms of this policy will immediately lose his/her access privileges, and may be subject to a hearing before the school board, and/or further legal action.**

TERMS AND CONDITIONS

I. ACCEPTABLE USE: The purpose of the Independent School Dist. #118s' networks connections are to support research and instruction, or the business of conducting education, by providing access to unique resources and opportunities for collaborative work. The use of an account must be in support of education and research, or the business of conducting education, consistent with the educational objectives of the Independent School Dist. #118 system. Additionally, use of other organizations' networks or computing resources must comply with rules appropriate for that network. Transmission of any material in violation of any U.S. or state law or state agency provisions is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret. Use for any non-educational purpose (as defined by Independent School Dist. #118) or commercial activity by any individual or organization, regardless of for-profit or not-for-profit status, is not acceptable. Use for product advertisement or political lobbying is strictly prohibited. (Initial)_____

II. PRIVILEGES: The use of network accounts and access to the Internet is a PRIVILEGE, not a right, therefore, inappropriate use may result in a cancellation of those privileges. Each student who receives access will be part of a discussion with an Independent School Dist. #118 faculty member pertaining to the proper use of the network. Independent School Dist. #118 administration and the system administrator(s) will deem what is inappropriate use. The decision of the system administrator(s) is final. The system administrator(s) may close an account or deny access at any time. Based on the recommendation of teachers and staff, the administration of Independent School Dist. #118 Schools may request that the system administrator deny, revoke, or suspend specific user accounts or access. (Initial)_____

III. The Educational Technology Committee firmly believes that the best security system for monitoring student acceptable use of the Internet is direct adult supervision.

. It is strictly forbidden for a staff member to give any student his/her password and/or any password.

Any student or staff member that actively compromises any security system may be held personally liable for district expenses to repair and/or replace said security system.

IV. NETIQUETTE (NETWORK ETIQUETTE) and PROTOCOLS: The use of an account or access to the Internet on any Independent School Dist. #118 network requires that you abide by accepted rules of network etiquette, which include, but are not limited to, the following:

1. BE POLITE. Do not send abusive messages to ANYONE.
2. APPROPRIATE LANGUAGE. In all messages, do not swear, use vulgarities or any other inappropriate language.
3. APPROPRIATE ACTIVITIES. Anything pertaining to illegal activities is strictly forbidden. Any activity not directly related to the educational mission of Independent School Dist. #118 is strictly forbidden. Activities relating to, or in support of, illegal activities will be reported to appropriate authorities.
4. PRIVACY. Do not reveal the personal address or phone numbers of yourself or any persons. All communications and information accessible via the network should be assumed public property. Electronic mail is not guaranteed to be private. Systems administrators have access to all mail. Messages relating to, or in support of, illegal activities will be reported to appropriate authorities.
5. CONNECTIVITY. Do not use the network in such a way that would limit or disrupt the use of the network by others.
6. SERVICES. Independent School Dist. #118 will not be responsible for any damages suffered. This includes loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained via networks is at user's risk. Independent School Dist. #118 specifically denies any responsibility for the accuracy or quality of information obtained through its network services.
7. SECURITY. Security on any computer system is a high priority. If users can identify a security problem on any of the networks, they must notify a system administrator either in person or via the network as soon as possible. Users must not demonstrate the problem to other users. Use of network service accounts provided by Independent School Dist. #118 is not transferable or assignable. Any user who knowingly allows another to use the account assigned to them will immediately lose their access privileges, and may be subject to further legal action. Attempts to fraudulently log in on any network as a system administrator or another user will result in immediate cancellation of user privileges and may be subject to further legal action. Any user identified as a security risk, or having a history of problems with other computer systems, may be denied access to the networks and other computer services.
8. VANDALISM AND ELECTRONIC MISCHIEF. Vandalism will result in cancellation of privileges. This includes, but is not limited to, electronic mischief, the uploading or creation of computer viruses, attempts to tamper with any program, applications, files, etc.
9. UPDATES. Independent School Dist. #118 may occasionally require new registration and account information from users to continue providing services. Users must notify the system administrator(s) of any changes in account information.
10. Users will not conduct personal business on district owned computers during the established work day.

Staff members will not use district owned computers for recreational use during established work hours.
11. Students must not be permitted to play non-educational games .

. Routinely allowing students to play games is strictly prohibited. However, it is permissible to allow a class and/or student as a reinforcer to use educationally related programs or sites.

All Terms and Conditions as stated in this document are applicable to any Independent School Dist. #118 network. These Terms and Conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These Terms and Conditions shall be governed and interpreted in accordance with the laws of the State of Minnesota, United States of America.

“I understand and will abide by the above Terms and conditions for the privilege of accessing the Internet or having an account on any Independent School Dist. #118 network server. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action and/or appropriate legal action may be taken.”

User name (please print): _____

User Signature: _____ Date: _____

**** If user is under the age of 18, a parent or guardian must also read, agree to, and sign this agreement.
PARENT OR GUARDIAN NETWORK RESPONSIBILITY AGREEMENT**

As the parent or guardian of this student I have read the Terms and Conditions of Independent School Dist. #118's Network Acceptable Use and Responsibility Agreement for network services. I understand that this access is designed for educational purposes, and Independent School Dist. #118 has taken available precautions to eliminate controversial materials. However, I also recognize it is impossible for Independent School Dist. #118 to restrict access to all controversial materials, and I will not hold them responsible for materials available on the network.

Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give my permission to issue an account in my name for my child's use and certify that the information contained on this form is correct.

Parent or Guardian (please print): _____

Signature: _____ Date: _____

SPONSORING TEACHER AGREEMENT *(This is to be used only when parent/guardian is not available to authorize access to the internet)*

I have read the Terms and Conditions of Independent School Dist. #118's Network Acceptable Use and Responsibility Agreement for network services and agree to promote this agreement with the user. As the sponsoring teacher, I agree to instruct the student on acceptable use of the network and proper network etiquette.

Sponsor's Name (please print): _____

Signature: _____ Date: _____

Loss of Privileges: Upon loss of privileges under this policy, the acceptable use agreement on file at that time will be revoked.

Reinstatement: Before reinstatement can occur, a new acceptable use agreement must be signed by the parent and student.

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Course credit” is equivalent to a student successfully completing an academic year of study or a student mastering the applicable subject matter as determined by the school district.
- B. “Graduation Standards” means the course credit requirements and Profile of Learning content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals

1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (the “Advisory Committee”).
2. The Advisory Committee will be established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
32. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district’s goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district’s progress toward implementation of the Minnesota Academic Standards.

Curriculum Review Cycle

	2018-2019	2019-2020	2020 – 2021	2021-2022	2022-2023	2023-2024
Year 1 Data collection Research Resources And Teaching Practices	Social Studies	Language Arts	Health and PE	Music and Art	Math	Science & Industrial Tech
Year 2 Alignment, Mapping, Curriculum Guide, Procedural Manual, Purchase Resources	Science and Industrial Tech	Social Studies	Language Arts	Health and PE	Music and Art	Math
Year 3 Implement Staff Development	Math	Science and Industrial Tech	Social Studies	Language Arts	Health and PE	Music and Art
Year 4 Inservice Implement Formative Evaluation	Music and Art	Math	Science and Industrial Tech	Social Studies	Language Arts	Health and PE
Year 5 Inservice Implement Formative Evaluation	Health and PE	Music and Art	Math	Science and Industrial Tech	Social Studies	Language Arts

Year 6 Inservice Implement Summative Evaluation Survey	Language Arts	Health and PE	Music and Art	Math	Science and Industrial Tech	Social Studies
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C. Implementation of Graduation Requirements

1. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement shall advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet state expectations. If the school board determines that student achievement levels at a school site do not meet state expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet state and local expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (the Commissioner) in developing a plan which must include parental involvement components.

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

D. Advisory Committee for Comprehensive Continuous Improvement of Student Achievement

1. By October 15 of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school will provide active community participation in:

- a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
 - d. Making recommendations regarding the development of the “Annual Report on Curriculum, Instruction and Student Achievement.”
3. The Advisory Committee shall meet the following criteria:
- a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:
- a. The Director of Curriculum (or similar educational leader)
 - b. Principal(s)
 - c. School Board Member

- d. One teacher from each building or instructional level
- e. Two parents from each building or instructional level
- f. Two residents without school-aged children, non-representative of local business or industry
- g. Two residents' representative of local business or industry

5. The Advisory Committee shall meet the following timeline each year:

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

November: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

March: Review evaluation results and prepare recommendations.

May: Present recommendations to the school board for its input and approval.

August: Provide direction to and review "Annual Report on Curriculum, Instruction and Student Achievement"

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

F. Reporting

Consistent with Minn. Stat. §120B.36, Subd. 1, the school board shall publish the report in the local newspaper with the largest circulation in the district, by mail, or by electronic means such as the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school district must transmit an electronic

summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with the school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

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- Legal References:** Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)
Minn. Stat § 120B.018 (Definitions)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.35 (Student Achievement Levels)
Minn. Stat. § 120B.35 (Student Achievement Levels)
Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making Agreement)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Rules Parts 3501.0505-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
- Cross References:** MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation, and LEP Students)
MSBA/MASA Model Policy 617 (School District Insurance of

Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

Northland Community Schools

Independent School District #118

School Board Report

Date: November 2020



Report Submitted by: Brandon Otway

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- I want to begin by giving a shoutout to the many staff in our building, especially in the office, who always have been and continue to be a huge support of our early childhood programming. We have an administration that supports and sees the importance and value in early childhood education, secretaries and district employees who always step up when things need to happen, and people like Kris who has been an amazing mentor and guide to me as I've learned the ropes over the last five years at Northland. I know that I couldn't do the job I do without each of them and it doesn't go unnoticed.
- We went through our first CEM (Classroom Engagement Model) training last month and will be going through the second one on the 13th of November. The team is buying into the ideas and practices and have already made commitments to implementing some of the new practices into their daily teaching and routines. This is going to be a very exciting year as we continue our growth trajectory.
- Enrollment is still down but the numbers continue in an upward trickle.
- ECFE officially re-launches on November 10th at 5:00 pm. Cheri Parkinson and Kelly Riewer (formerly Kelly Mast) have been hard at work planning and getting things ready for the classes. We will serve soup and sandwiches provided by our kitchen and the families can expect to experience engaging and family-focused activities and learning. We had plans to begin in October and then the pre-MEA weekend events happened and we thought it easier to just push it back a couple weeks.
- Our NECC collaboration between us, the Family Center, and Leech Lake Head Start continues to meet monthly and work collaboratively on long range plans and on building on a strong foundation that we have built together. We have an amazing group of people at these meetings each month and everyone is laser focused on making sure that every decision we make is through the lens of early childhood development and the success and well-being of our students.
- We were very sad to see the departure of Lacey Olson from our EC staff last month. We are also very excited at the opportunity to welcome our new paraprofessional, Melissa (Missy) Pilkenton to the team (pending board approval of course). She comes with a few years of educational work experience from the Anoka-Hennepin district and we are confident that she will be a great addition to our team.

Concerns:

- It's all good in the neighborhood

Northland Community Schools

Independent School District #118

School Board Report

Date: November 5, 2020

Report Submitted by: Jonathan Payne



DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations

- State and Regional support for local decision-making concerning Student Learning Model.
- New appreciation by community for each in-person learning day (when I hear staff say “we made it through today” it comes out as a positive that they got to teach their students in person!
- Revised forms being used by Renee in COVID symptoms and contact tracing.
- Staff classroom spacing and PE practices drastically reduced the footprint when recently contact tracing in the school!

I will add a short verbal update in addition to above statements.

Respectfully,
Jon

Northland Community Schools

Independent School District #118

School Board Report

Date: November 2020



Report Submitted by:

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations

- Boiler Replacement Project – GC has an update from manufacturer of boiler that it will be delivered in late November. Installation and Commissioning will follow into Dec likely closeout in Jan 2021
- Hoist Inspection Repairs in ELEM and HS gym complete with full compliance
- Kitchen Freezer issues with the fans resolved

Concerns:

- Same as last month a few things came in but still have certain cleaning supplies on backorder. Spike in glove PPE cost with limited availability new trend this month.
- Substitute custodial workers to fill in is still a huge issue.
- Downtime potential with skid steer during snow season, starting to see its age impact reliability, went down during one of the OCT snows. Noted in the capital plan summary of facility equipment with recommendations.

Northland Community Schools

Independent School District #118

School Board Report

Date: November 2020



Community Education

Report Submitted by: Jennifer Welk

MISSION: Northland Community Education ties local strengths, culture and resources Together to promote and provide life-long learning for all members of our community.

Celebrations:

- Fall session in full swing.
- Planning our 8th Trunk or Treat and could use more help. Need more people to volunteer to host a trunk on Halloween from 5:00-6:30 pm.
- Over 50 kids signed up for the pumpkin carving class. We ran four classes the week of Oct.20-23.
- Looking for volunteer coaches for boys basketball 3-4 & 5-6th grades.
- After School Youth Enrichment for 6-12 graders is going well. Staff is signing up to work. The students our signing up and staying after school on home game nights.

- Community Education Advisory Council meeting is Wednesday, November 4, 2020, 5:30 – 6:30 pm at NHS Board Room, Remer. Open to all.

Concerns:

None at this time

Northland Community Schools

Independent School District #118



School Board Report

Date: November 2020

Report Submitted by: L. Monroe-Indian Education

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

Board Report

Indian Education Department

Date: 10-28-20

The Northland Community Schools-Local Indian Education Council meeting was held 10-15-20. The next meeting will be held January 27th, 2021. There are four meetings per year.

Indian Education Department is currently building and working on "Learning Trucks" with educational materials for classes in Elementary and High Schools and program families.

November is Native American Heritage Month. During this month, students will participate in the MN Indian Education Association activity days, virtually this year. We will be working online on Ojibwe Honor Songs for Veterans Day, Rock Your Mocs Day. Frybread Taco Day for lunch, Manoomin (wild rice) Day & Frybread Day for lunch, virtual events will be coming up as well during this month.

Colleges and the MN Indian Scholarship representative have sent virtual tour and resource links online for seniors.

Recognitions:

Miigwech.