

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
 NORTH BRANCH AREA EDUCATION CENTER, BOARD ROOM, ROOM C120  
 38705 GRAND AVENUE  
 NORTH BRANCH, MN 55056  
 REGULAR SCHOOL BOARD MEETING  
 FEBRUARY 9, 2023  
 5:30 PM**

**AGENDA**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Oath of Office - Jesse LaValla 4
- V. Approval of Agenda
- VI. Superintendent's Report 5
- VII. Removal of Consent Items for Discussion
- VIII. Approval of Consent Items
  - A. Minutes of January 12, 2023 Policy Committee Meeting 18
  - B. Minutes of January 12, 2023 Organizational Meeting 19
  - C. Minutes of January 12, 2023 Regular School Board Meeting 24
  - D. Minutes of January 26, 2023 Work Session 28
  - E. Authorization of Payments, Transfers, and Investment Activity 30
  - F. Personnel
    - 1. Stephanie Wendel, resignation effective February 14, 2023, as Bookkeeper at North Branch Area Public Schools
    - 2. Jennifer Joyal, four (4) year leave request beginning with the 2023-24 school year
    - 3. Taylor Neil, leave request effective January 2, 2023 through January 11, 2023, as Elementary Music Teacher at Sunrise River Elementary School
    - 4. Michelle Bjork, employment effective January 2, 2023, as School Age Care Adult Assistant at North Branch Area Education Center
    - 5. Tonia Mattson, employment effective January 2, 2023, as Lunchroom/Playground Assistant at Sunrise River Elementary School
    - 6. Liz Overland, employment effective January 2, 2023, as SPED Assistant at North Branch Area Education Center
    - 7. Samantha Leger, employment effective January 10, 2023, as SPED Assistant at North Branch Area High School
    - 8. Jenna Battaglia, employment effective January 30, 2023, as District Accountant at North Branch Area Public Schools
    - 9. Mark Billik, position change from Maintenance Specialist to Interim Leader of Buildings and Grounds effective January 1, 2023 to June 30, 2023
    - 10. Samantha Hoffman, position change from School Age Care Adult Assistant to School Age Care Senior Adult Assistant effective January 16, 2023 at North Branch Area Education Center

- 11. Kimberly House, position change from Schoolkeeper to Custodian effective January 23, 2023 at North Branch Area Public Schools
- 12. Annette Fairbanks, position change from Community Education Early Childhood Instructor to Early Learning Coordinator effective February 15, 2023 at North Branch Area Education Center
- 13. 2022-23 Extra Curricular Winter Coach Positions
  - a. Annie Gladitsch, Class 4, Step 1, as 0.5 FTE Assistant Coach for Gymnastics
  - b. Sean Huset, Class 6, Step 9, as Coach for Middle School Boys Basketball
- 14. 2022-23 Activity Advisor Positions
  - a. Tomy Cummings, Class 6, Step 2, as 0.5 FTE 10-12 FRC Robotics Coach
  - b. Angela Tveit, Class 6, Step 2, as 10-12 FRC Robotics Coordinator
  - c. Jessica Petrik, Class 4, Step 3, as Head Coach for Speech
  - d. Brittany Ahner, Class 6, Step 7, as Assistant Coach for Speech
- G. Letter of Agreement Between Independent School District No. 138, Deanna Wilson, and the North Branch Support Staff Association Regarding a Long-term Substitute Teaching Position Effective January 17, 2023 to June 9, 2023
- H. Acceptance of Donations 31  
 Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, the Superintendent recommends the following resolution:

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

- IX. **Open Mic:** Open mic is a time for public comment. However, it is not a means to have issues added to this evening's agenda. It is also not a means to discuss specific individuals negatively in public, either by name or position. If you would like district follow up to comments, please leave appropriate contact information on the open mic sign-in sheet. Please limit your comments to three minutes.
- X. Old Business
  - A. Consider Second Reading of the Following Policies
    - 1. Policy 410 - Family and Medical Leave Policy (Annual review, MSBA changes) 32
    - 2. Policy 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse (Annual review, MSBA changes) 40
    - 3. Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults (Annual review, MSBA changes) 49
    - 4. Policy 534 - School Meals Policy (MSBA changes) 53
- XI. New Business
  - A. Minnesota School Board Recognition Week - Month of February

B.	Consider Annual Resolution Directing the Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefor	57
C.	Consider Delegation of Authority to Make Electronic Funds Transfers on Behalf of the School District. Designate Todd Tetzlaff, Paula Vaughn, Jennifer Thompson, Christine Lundberg, and Stephanie Wendel. Add Jenna Battaglia. Remove Stephanie Wendel as of February 14, 2023 and Paula Vaughn as of March 1, 2023	
D.	Consider 2022-23 American Indian Resolution	58
E.	Consider Bus Purchase Agreement with 4.0	
F.	Consider First Reading of the Following Policies	
	1. Policy 209-NB - School Board Code of Ethics (Review only)	66
	2. Policy 210 - Conflict of Interest - School Board Members (MSBA changes)	69
	3. Policy 722 - Public Data Requests (MSBA changes)	72
XII.	Addendum	
XIII.	Information	
A.	Board & Administrator February 2023 Issue	80
XIV.	Board Requests	
XV.	Committee Reports	
XVI.	Dates to Remember	
A.	Thursday, February 23, 2023, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, C120	
B.	Thursday, March 9, 2023, Regular School Board Meeting, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120	
C.	Thursday, March 23, 2023, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, C120	
XVII.	Adjournment	

## SCHOOL BOARD MEMBER OATH OF OFFICE

It is an honor that you were elected to guide the education of our community's children. As you recite the oath of office, you assume a tremendous responsibility as a director of our school district with the duties empowered by the Minnesota Legislature. This power puts you and the other members of our school board in the position of being both morally and legally responsible for equitable, quality education of every student in the district.

In carrying out this responsibility, you will be asked to fulfill the roles of vision, structure, accountability, and advocacy. In providing vision, the board, with extensive participation of the community, envisions the community's educational future and then formulates the goals, defines the outcomes and sets the course for the public schools.

To achieve the vision, the board establishes a structure and creates an environment designed to ensure all students the opportunity to attain their maximum potential through a sound organizational framework.

Because as a board we must be accountable to the community, we must ensure a continuous assessment of student achievement and all conditions affecting the education of our children.

As board members, we serve as education's key advocate on behalf of students and our community schools to advance the vision for our schools.

Furthermore, we must strive to work together with the superintendent and staff to lead the district toward fulfilling the vision we have created, fostering excellence for every student in the areas of academic skills and knowledge, citizenship and personal development.

\*\*\*\*\*

Having signed the acceptance of office and oath of office, I hereby publicly affirm my commitment to the oath of office:

I swear/affirm that I will support the Constitution of the United States and of this state, and that I will discharge faithfully the duties of the office of school board member of Independent School District No. 138 to the best of my judgment and ability.

\_\_\_\_\_

Board Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Member

\_\_\_\_\_

Date

# Superintendent Update

February 9, 2023

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# Thank you for choosing NBAPS!



- Since January 1, we have 29 new students
- We continue to welcome new students each week
- 60 future kindergarten families attended our Kindergarten Parent Information Night, the first of a series of events scheduled to welcome the class of 2036



# MSHSL ExCEL recipient Hannah Bernier



Excellence in Community, Education, and Leadership (ExCEL) has been awarded to high school junior Hannah Bernier!

- Candidates must be active in school activities, leaders in their school, and demonstrate dedication to community service
- Hannah will be honored at state basketball championship March 18
- Carson Weber was also nominated



# MS Speech conference champs!

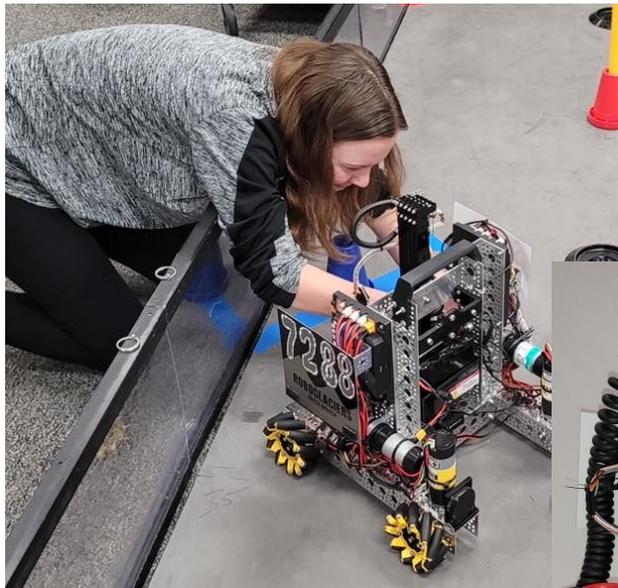
Feb. 2, NBAMS hosted the Two Rivers Conference speech tournament on Feb. 2.

- Middle school speakers from eight area schools spoke three rounds and competed in 11 different categories.
- Conference champ in Humorous Prose was North Branch's Tory White. Tying for first in Dramatic Duo was North Branch's Breanna Bjerketvedt and Charlotte Santjer.
- These students had a combined season that consisted of delivering 47 blue ribbon speeches!





# Robotics Team 7288 to state!



NBAPS robotics Team 7288, an all girls squad, has qualified for the FTC State Championships!

- State competition is at the River Center in St. Paul on Saturday, Feb. 11
  - Fee to attend and runs from 7:00 am to 6:00 pm.
- Congratulations to Team 7288!



# Joint team to host Open House/Demo

I.C.E Robotics, the district's cooperative team with Chisago Lakes, is hosting an Open House and demo on Tuesday, February 28 at

- Chisago Lakes High School: 6 - 7:30 p.m.
- Robot Josephina perform demo at 6:30 p.m., followed by a Chairman's Presentation at 7 p.m.





# Moryn sisters shredding on the big stage!



NBAHS sophomore Drew Moryn competing in snowboarding “The HoleShot Tour” at Gore Mountain in New York yesterday and today

- Competing against Olympians and World Cup competitors

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Drew and sister Reese (8th grade) will be competing in the MN high school Boardercross on Feb. 15 at Buck Hill

- Snowboarders do not need to be part of a team to sign up and compete at this event.



# All DECA students off to state March 5-7!

At district competition, all DECA students qualified for State, some in multiple events!

- DECA State competition is March 5-7
- Congratulations to all these competitors!





# Viking Bridge Program

## *Expanding Work-based Learning Opportunities*

Work-based learning is a structured academic program where students engage in real-world activities with instruction occurring both at school and at a community-based setting with an employer. The experience provides students with opportunities to explore careers, master specific learning objectives, and earn academic credit under the supervision of a licensed work-based learning coordinator.

- There are 37 students in the work based learning/Viking Bridge Internship 2nd semester.
- Students are participating in both paid internships and unpaid mentorship opportunities.
- We have students mentoring with social workers and assisting with classrooms at both Middle School (phy ed.) and Sunrise Elementary school (art).
- Students are completing paid internships with many local industry partners in hospitality, health services, merchandising, human services, technology, manufacturing, and transportation.
- Students also complete before or during an internship experience a work based learning seminar covering employability skills, workforce topics, goal achievement and career portfolio development.





# Staff Wellness Committee Update

Staff volunteers and members of the Chisago County Wellness Collaborative attended the district's first Wellness Committee meeting on Jan. 27.

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- Robust discussions on student mental health, physical health, life-work balance, and previous practices
- County workplace wellness survey shared with staff
  - Over 120 responses so far
- Next meeting is Wednesday, Feb. 15



# Ensuring School Safety: State Fire Marshal Visit

- Formal inspections occur every three year
- Interim Building and Grounds lead Mark Billik and I participated in walkthroughs of each of our buildings
- Special thanks to Deputy State Fire Marshal Kevin McGinty for helping us keep our buildings safe by providing guidance in support of our fire and life safety protocols.





TM

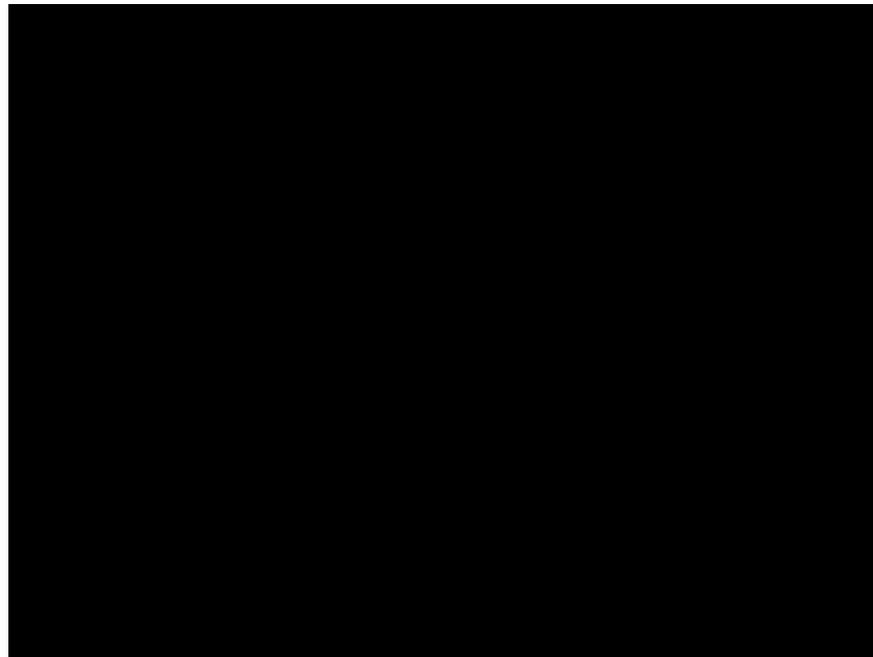
**FORWARD**

*Together*



# School Board Recognition Month!

- As school board members, each of you plays a significant role in our vision and our progress
- All of you commit a great deal of your personal time to serve others
- Staff and students helped create this video to say “thank you” for your dedication to providing them the very best education we can offer



**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138**  
**NORTH BRANCH AREA EDUCATION CENTER, ROOM B122**  
**POLICY COMMITTEE MEETING**  
**January 12, 2023**

The Policy Committee met on Thursday, January 12, 2023 at 4:30 p.m. in Room B122 at the North Branch Area Education Center.

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

**Policies Discussed**

Policy 209-NB - School Board Code of Ethics (Review only)

Policy 209-NB was discussed and will be presented at the February 9 regular board meeting for a first reading.

Policy 210 - Conflict of Interest - School Board Members (MSBA changes)

Policy 210 was discussed and will be presented at the February 9 regular board meeting for a first reading.

Policy 722 - Public Data Requests (MSBA changes)

Policy 722 was discussed and will be presented at the February 9 regular board meeting for a first reading.

The meeting concluded at 4:48 p.m.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
ORGANIZATIONAL SCHOOL BOARD MEETING  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
JANUARY 12, 2023**

The School Board of North Branch Independent School District 138 held its Organizational meeting on Thursday, January 12, 2023, at 5:30 p.m. at the North Branch Area Education Center.

Roll Call: Tim MacMillan, Sarah Grovender, Heather Naegele, Adam Trampe, Shelly Johnson, and Superintendent Paul

Absent: Jesse LaValla

Others in Attendance

Denise Martin, John Wagner, Molly Whelan, Jeff Andres, Todd Tetzlaff, Pat Tepoorten, and Arle Chambers

The Pledge of Allegiance was said by all.

Oath of Office for New School Members

The Oath of Office was read and newly elected school board members Sarah Grovender, Adam Trampe, and Shelly Johnson were seated at the board table.

Nomination of Officers

Chair

Motion by Naegele, seconded by Grovender to nominate Tim MacMillan as Chair. After a call for more nominations and none being received, Tim MacMillan was elected as Chair unanimously.

Vice Chair

Motion by MacMillan, seconded by Naegele to nominate Sarah Grovender as Vice Chair. After a call for more nominations and none being received, Sarah Grovender was elected as Vice Chair unanimously.

Clerk

Motion by Grovender, seconded by Trampe to nominate Heather Naegele as Clerk. After a call for more nominations and none being received, Heather Naegele was elected as Clerk unanimously.

Treasurer

Motion by Grovender to nominate Trampe as Treasurer. Due to a lack of a second, a motion by Trampe, seconded by Naegele to nominate Jesse LaValla as Treasurer. After a call for more nominations and none being received, Jesse LaValla was elected as Treasurer unanimously.

Setting of Board Salary

Moved by Trampe, seconded by Grovender and carried unanimously to keep the

current reimbursement of \$60 per meeting under four hours and \$125 for all day meetings lasting more than four hours and to keep the current reimbursement for officers at the following amount: Chair at \$800 annually, Vice Chair and Clerk at \$500 annually and Treasurer at \$300 annually.

Designation of Official Newspaper

Moved by Trampe, seconded by Grovender and carried unanimously to designate the County News Review as the official newspaper.

Appointment of Law Firm – Kennedy & Graven, Chartered and other legal support as needed

Moved by Grovender, seconded by Trampe and carried unanimously to appoint Kennedy & Graven, Chartered as the district law firm, and other legal support as needed.

Designation of Official Depositories – Wells Fargo Bank, Associated Bank, MN Trust Bank, and Neighborhood National Bank

Moved by Trampe, seconded by Naegele and carried unanimously to designate Wells Fargo Bank, Associated Bank, MN Trust Bank, and Neighborhood National Bank as the official depositories.

Delegation of Authority to Make Electronic Funds Transfers on Behalf of the School District. Designate Todd Tetzlaff, Paula Vaughn, Jennifer Thompson, Stephanie Wendel, and Christine Lundberg

Moved by Grovender, seconded by Naegele and carried unanimously to designate Todd Tetzlaff, Paula Vaughn, Jennifer Thompson, Stephanie Wendel, and Christine Lundberg the authority to make electronic funds transfers on behalf of the school district.

Setting Board Meeting Dates for 2023

Moved by Naegele, seconded by Grovender and carried unanimously to set the board meeting dates for 2023.

The meeting dates for 2023 are as follows:

<b>2023 SCHOOL BOARD MEETING SCHEDULE</b>	
January 12, 2023	Organizational & Regular School Board Mtg
January 26, 2023	Work Session
February 9, 2023	Regular Meeting
February 23, 2023	Work Session
March 9, 2023	Regular Meeting
March 23, 2023	Work Session
April 13, 2023	Regular Meeting
April 27, 2023	Work Session
May 11, 2023	Regular Session
May 25, 2023	Work Session
June 8, 2023	<sup>20</sup> Regular Session

June 12, 2023	School Board Retreat
July 13, 2023	Regular Session
August 10, 2023	Regular Session
August 24, 2023	Work Session
September 14, 2023	Regular Session
September 28, 2023	Work Session
October 12, 2023	Regular Session
October 26, 2023	Work Session
November 9, 2023	Regular Session
November 16, 2023	Work Session
December 14, 2023	Regular Session

Meetings will be held at 5:30 pm.

Appointment of Board Committee Representatives

Moved by Trampe, seconded by Grovender and carried unanimously to approve the following committee assignments for 2023:

<b>COMMITTEE</b>	<b>2023 SCHOOL BOARD MEMBER APPOINTEE(S)</b>
Personnel Committee (Chair & V. Chair)	Grovender, MacMillan
Custodian	Grovender, LaValla, Trampe
Nine-month Classified	Grovender, MacMillan, Trampe
Twelve-month Classified	Grovender, MacMillan, Trampe
Twelve-month Classified Salary	Grovender, MacMillan, Trampe
Directors	Grovender, MacMillan, Naegele
Administrators	Grovender, MacMillan, Naegele
Teachers	Grovender, MacMillan, Naegele
Community Ed	LaValla
District Staff Development	Johnson
ECMECC	Superintendent
Legislative Liaison	Naegele (Alternate – Trampe)
MSBA Legislative	Naegele (Alternate – Grovender)
MSHSL	Superintendent
Native American Parent Advisory Committee	Naegele
OPEB	MacMillan, Trampe
Policy Committee	Grovender, MacMillan, Naegele

SCRED	Grovender (Alternate - LaValla)
SEE	MacMillan (Alternate – Naegele)

Authorization to use current check signer plate until new plate is processed  
 Moved by Grovender, seconded by Naegele and carried unanimously to use the current check signer plate until a new plate is processed.

Approval of Resolution Providing Limited Authorization for the Superintendent and Director of Finance and Human Resources to Sign Contracts

Member Naegele introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING LIMITED AUTHORIZATION FOR THE SUPERINTENDENT AND DIRECTOR OF FINANCE AND HUMAN RESOURCES TO SIGN CONTRACTS**

**WHEREAS**, Independent School District No. 138, North Branch, Minnesota (the “School District”) is an independent school district duly formed and organized pursuant to Minnesota law; and

**WHEREAS**, Minn. Stat. § 123B.52, subd. 2 allows a school board of an independent school district to authorize the superintendent and business manager to sign contracts within the school district’s adopted budget, and

**WHEREAS**, Minn. Stat. § 123B.52, subd. 1 stipulates that contracts made without compliance with that statute shall be void.

**NOW, THEREFORE, BE IT RESOLVED** by the School Board that the Superintendent and Director of Finance and Human Resources shall have the authority to execute and deliver contracts within the School District’s adopted budget, as approved by the School Board. Any transaction in an amount exceeding the minimum for which bids are required must first be specifically authorized by the School Board and must fulfill all other applicable requirements.

The motion for the adoption of the foregoing resolution was duly seconded by Member Trampe, and upon vote being taken thereon, the following voted in favor thereof: MacMillan, Grovender, Naegele, Trampe, Johnson

and the following voted against: None

whereupon said resolution was declared duly passed and adopted.

Adoption of School Board Policy Book

Moved by Grovender, seconded by Trampe and carried unanimously to adopt the School Board Policy Book.

Adjournment

Moved by Naegele, seconded by Grovender and carried unanimously to adjourn the Organizational meeting at 5:52 p.m. to go into the Regular School Board Meeting.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
REGULAR SCHOOL BOARD MEETING  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
JANUARY 12, 2023**

The School Board of Independent School District 138 met in regular session on Thursday, January 12, 2023, at 5:55 p.m. in the Boardroom at the North Branch Area Education Center.

Board Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Sarah Grovender, Heather Naegele, Adam Trampe, Shelly Johnson, and Superintendent Paul

Absent: Jesse LaValla

Others in Attendance:

Denise Martin, John Wagner, Molly Whelan, Todd Tetzlaff, Pat Tepoorten, and Arle Chambers

Approval of Agenda:

Moved by Grovender, seconded by Naegele and carried unanimously to approve the agenda with the following change: Move first reading of Policy 503-NB – Attendance Policy from New Business to Old Business for a second reading.

**SUPERINTENDENT'S REPORT**

Superintendent Paul reported on the Safe Learning Continuum, kindergarten recruitment and enrollment timeline, Community Education winter brochure, and college and career exploration and decision-making.

**CONSENT ITEMS**

Moved by Grovender, seconded by Naegele and carried unanimously to approve the following consent items.

- A. Minutes of December 8, 2022 Policy Committee Meeting
- B. Minutes of December 8, 2022 Regular School Board Meeting
- C. Authorization of Payments, Transfers, and Investment Activity
  - Accounts Payable, Bank 07 – \$1,071,330.56
  - Auxiliary, Bank 12 - \$4,951.00
  - Payroll, Bank 13 - \$2,952,000.49
  - Scholarship, Bank 18 - \$12,326.25
  - High School Student Activities, Bank 31 - \$15,676.54
  - Middle School Student Activities, Bank 32 - \$0.00

#### D. Personnel

1. Angela Cota, resignation effective December 20, 2022, as Custodian at North Branch Area Public Schools
2. Sally Liljedahl, resignation effective December 22, 2022, as Lunchroom Assistant at North Branch Area High School
3. Nicholas Hosch, resignation effective January 6, 2023, as SPED Assistant at North Branch Area Education Center
4. Mark Billik, leave request effective November 30, 2022 through December 13, 2022, as Maintenance Specialist at North Branch Area Public Schools
5. Jodi Johnson, leave request effective January 18, 2023 for approximately six weeks, as Second Grade Teacher at Sunrise River Elementary School
6. Rebecca Golden, leave request effective February 1, 2023 through February 12, 2023, as Fourth Grade Teacher at Sunrise River Elementary School
7. Hannah Heimer, BS, Step 1, LTS for Kirstin Perales, effective January 4, 2023 through June 9, 2023, as Fourth Grade Teacher at Sunrise River Elementary School
8. Rachel Curtis, employment effective January 2, 2023, as Lunchroom/Playground Assistant at Sunrise River Elementary School
9. Dana Johnson, position change effective January 1, 2023, from Instructional Support Secretary to Student Support Specialist at North Branch Area Public Schools
10. 2022-23 Extra Curricular Winter Coach Positions
  - a. Justin Voss, Class 9, Step 10, as Weightroom Supervisor for Trimester 2
  - b. Joel Santjer, resign from Weightroom Supervisor for Trimester 2

#### 11. 2022-23 Activity Advisor Position

- a. Madison Mench, Class 9, Step 1, as High School Assistant Knowledge Bowl Advisor

#### E. Contract Between Independent School District No. 138, North Branch, and Patrick Geraghty, beginning January 2, 2023 to June 9, 2023 for Providing Teacher Services to the High School Elective Class Entitled Auto Mechanics, Advanced Auto Mechanics, Welding and Advanced Welding

## F. Acceptance of Donations

Date	Donation From	Donation To	Amount	Use
12/8/22	Julie Anderson – NB, MN	NBHS Athletics	\$60.00	FTC Program
12/8/22	Anonymous	NBHS Athletics	\$90.00	FTC Program
12/8/22	Anonymous - Art Fest Door	NBHS Athletics	\$601.27	FTC Program
12/8/22	Jessica Denning – Andover, MN	NBHS Athletics	\$100.00	FTC Program
12/8/22	Maureen Puziewicz – Harris, MN	NBHS Athletics	\$100.00	FTC Program
12/8/22	Revive Chiropractic – NB, MN	NBHS Athletics	\$100.00	FTC Program
12/8/22	Sara Smit – NB, MN	NBHS Athletics	\$50.00	FTC Program
12/14/22	Almelund Lions Club – NB, MN	NBHS Scholarship A/C	\$500.00	Scholarship Donation
12/14/22	B.P.S. Incorporated – Osceola, WI	NBHS Athletics	\$1,500.00	Wrestling Program
12/14/22	NB Fire Relief Assoc. – NB, MN	NBHS Athletics	\$2,500.00	Clay Target Program
12/14/22	VFW Post 6424 – NB, MN	NBHS Athletics	\$1,000.00	JROTC Program
12/21/22	NB Fire Relief Assoc. – NB, MN	NBHS Athletics	\$1,000.00	Boys Basketball Program
12/21/22	Stacy Lent Fire Dept. Relief Assoc. – Stacy, MN	NBHS Scholarship A/C	\$10,000.00	Scholarship Donation
12/28/22	Shaan Hilber – NB, MN	NBHS	\$60.00	Band & Choir Department
		<b>TOTAL</b>	<b>\$17,661.27</b>	

### **OPEN MIC**

No one signed up for open mic.

### **OLD BUSINESS**

#### A. Approval of Second Reading of 2023-24 School Calendar

Moved by Naegele, seconded by Grovender and carried unanimously to approve the second reading of the 2023-24 school calendar.

#### B. Approval of Second Reading of the Following Policies

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

1. Policy 522 - Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process (Annual review. MSBA changes to references and language)
2. Policy 616 - School District System Accountability (Annual review. MSBA changes to references and language)
3. Policy 806 - Crisis Management Policy (Annual review. MSBA changes to references and language)
4. Policy 503-NB - Attendance Policy

### **NEW BUSINESS**

#### A. Approval of First Reading of the Following Policies

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

1. Policy 410 - Family and Medical Leave Policy (Annual review, MSBA changes)

2. Policy 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse (Annual review, MSBA changes)
3. Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults (Annual review, MSBA changes)
4. Policy 534 - School Meals Policy (MSBA changes)

### **INFORMATION**

The board reviewed the January 2023 issue of the Board and Administrator.

### **BOARD REQUESTS**

None

### **COMMITTEE REPORTS**

Superintendent Paul gave a report on the recent staff development committee meeting. The next meeting is scheduled for May 9.

### **DATES TO REMEMBER**

- A. January 26, 2023, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, C120
- B. February 9, 2023 Policy Committee Meeting, 4:30 pm, North Branch Area Education Center, Conference Room, B122
- C. February 9, 2023, Regular School Board Meeting, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- D. February 23, 2023, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, C120

### **Adjournment**

Moved by Grovender, seconded by Johnson and carried unanimously to adjourn the regular meeting at 6:40 p.m.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
SCHOOL BOARD WORKING SESSION  
January 26, 2023**

The School Board of Independent School District 138 met in a Working Session on Thursday, January 26, 2023, at 5:30 p.m. in the Boardroom at the North Branch Area Education Center.

Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Sarah Grovender, Heather Naegele, Jesse LaValla, Adam Trampe (via remote), Shelly Johnson, and Superintendent Paul

Others in Attendance:

Denise Martin, Clint Link, Kelly Detzler, Taylor Swanson, Lori Lavin, Kevin Grote, Jennifer Hesli, Michele Anderson, Beth Lake, David Treichel, Todd Tetzlaff, Pat Tepoorten, and Arle Chambers

The Pledge of Allegiance was said by all.

Work Session Topics

Superintendent's Report

Superintendent Paul reported on sophomore basketball player Ella Kuhlman scoring her 1,000<sup>th</sup> point, Staff Wellness Day, NBAPS Staff Wellness Committee, and Patron Tours scheduled for February 15 and April 28.

She also reported that Community Education Director Erica Bjerketvedt sent her first monthly newsletter called "Highlights", a grant that was awarded to install cameras on the stop arms of buses, and a NBAPS/Taher \$10,000 grant that was awarded to form relationships with local orchards/farms to bring more local apples to the lunch menu.

Superintendent Paul also talked about former teacher Bruce Walker who taught in the North Branch school district for 31 years and his service to the school and the community.

Working in Partnership to Support the Mental Health Needs of our Students

TSA, Therapeutic Services Agency, a private mental health service organization, presented information on their organization and how they collaborate with North Branch Area Public Schools to provide mental health supports.

Choice, Not Chance: College and Career Readiness Update

High School Principal Clint Link presented information on college and career readiness. He talked about the Freshman Seminar, expanded Career and Technical Education classes, the 2023-24 registration guide, and work-based learning.

Budget Discussion for 2023-24

Todd Tetzlaff, Director of Finance and Human Resources, reviewed the current year budget as well as projections for next year. The final budget for FY23 and a proposed budget for FY24 will be presented at the June 8 school board meeting.

Chair MacMillan adjourned the meeting at 7:21 pm.

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Heather Naegele, Clerk  
(Unapproved)

**ELECTRONIC FUND TRANSFERS**  
**January 2023**

Direct Dep Cks	\$921,679.06		
ACHS	<u>\$12,456.02</u>		
	<b>\$934,135.08</b>		
Associated Bank Debt Service Payment:		1/26/2023	<b>\$4,388,463.63</b>
Other Electronic Fund Transfers:		1/3/2023	\$66,171.88
Federal/FICA Taxes		1/3/2023	\$103,704.90
(Also reflected in P/R info)		1/17/2023	\$59,706.02
		1/17/2023	\$89,788.47
		1/30/2023	\$64,143.59
		1/30/2023	<u>\$94,040.00</u>
			<b>\$477,554.86</b>
Minnesota Withholding Taxes		1/3/2023	\$133.62
(Also reflected in P/R info)		1/4/2023	\$11,706.80
		1/4/2023	\$18,835.42
		1/9/2023	\$0.01
		1/18/2023	\$9,662.92
		1/18/2023	\$15,905.24
		1/31/2023	\$10,731.14
		1/31/2023	<u>\$16,586.31</u>
			<b>\$83,561.46</b>
Economic Service (EBC)		1/17/2023	\$10,341.96
(Also reflected in P/R info)		1/17/2023	\$23,976.05
		1/30/2023	\$10,341.96
		1/30/2023	<u>\$23,886.26</u>
			<b>\$68,546.23</b>
MII LIFE-F S A	PEIP	1/3/2023	\$306.32
	PEIP	1/4/2023	\$132.34
	PEIP	1/10/2023	\$58.90
	PEIP	1/10/2023	\$696.03
	PEIP	1/18/2023	\$13.95
	PEIP	1/18/2023	\$119.57
	PEIP	1/24/2023	\$239.34
	PEIP Admin Fee	1/25/2023	\$414.00
	PEIP	1/30/2023	<u>\$112.90</u>
			<b>\$2,093.35</b>
MII LIFE-M S A		1/17/2023	\$2,166.04
		1/17/2023	\$4,920.84
		1/30/2023	\$2,066.04
		1/30/2023	<u>\$5,225.84</u>
			<b>\$14,378.76</b>
Minnesota Teachers Retirement		1/13/2023	\$41.27
		1/13/2023	\$9,286.36
		1/13/2023	\$65,569.14
		1/27/2023	\$8,483.86
		1/27/2023	<u>\$67,673.80</u>
			<b>\$151,054.43</b>
PERA		1/13/2023	\$30,561.35
		1/27/2023	<u>\$33,109.12</u>
			<b>\$63,670.47</b>
Delta Dental Plan		1/23/2023	<b>\$17,582.60</b>
MN Sales Tax		1/20/2023	<b>\$53.00</b>

**JANUARY 2023**

<b>DATE</b>	<b>DONATION FROM</b>	<b>DONATION TO</b>	<b>AMOUNT</b>	<b>USE</b>
12/7/22	Kyle Hauge, 39119 Riverside Ct, North Branch, MN 55056	Sunrise River Elem.	\$100.00	Sunrise Supplies
1/6/23	Anonymous	NBHS Scholarship A/C	\$500.00	Scholarship Donation
1/12/23	North Branch Fire Relief Assoc., P.O. Box 245, North Branch, MN 55056	NBHS Athletics	\$1,000.00	Baseball Program Donation
1/12/23	Revive Chiropractic, P.O. Box 94, North Branch, MN 55056	NBHS Athletics	\$50.00	Girls Basketball Program Donation
1/12/23	VFW Post 6424, P.O. Box 373, North Branch, MN 55056	NBHS Athletics	\$100.00	FRC Robotics Program Donation
1/13/23	Box Tops for Education	Sunrise River Elem.	\$63.40	Sunrise Supplies
1/13/23	Trinity Luthern Church, TWIGS, P.O. Box 447, North Branch, MN 55056	NBAPS	\$450.00	\$200 for Staff Development & \$250 for Student Lunches
1/20/23	American Legion Post 85 Riders, P.O. Box 87, North Branch, MN 55056	NBHS Scholarship A/C	\$500.00	Scholarship Donation
1/20/23	Anonymous	NBHS Scholarship A/C	\$500.00	Scholarship Donation
1/23/23	Scheuring Speed Sports, 401 N Erie, Aurora, MN 55705	NBHS	\$200.00	Shop Program Donation
1/26/23	Big Rock Creek, LLC, 1674 State Rd 87, St. Croix Falls, WI 54024	NBHS Athletics	\$250.00	Student Council Program Donation
1/26/23	Plastic Products Co., Inc., 13116 Lake Blvd, Lindstrom, MN 55045	NBHS Athletics	\$500.00	FRC Robotics Program Donation
1/26/23	Regal Machine, Inc., 5103 273rd St, Wyoming, MN 55092	NBHS Athletics	\$100.00	FRC Robotics Program Donation
1/27/23	Brent Martfeld, 4963 390th St, North Branch, MN 55056	NBAPS	\$400.00	District Supplies
1/30/23	Lisa Fortuna, 36997 Forest Blvd, North Branch, MN 55056	NBHS Scholarship A/C	\$1,500.00	Scholarship Donation
1/30/23	Hazelden Betty Ford Foundation, P.O. Box 11, Center City, MN 55012	NBHS Scholarship A/C	\$600.00	Scholarship Donation
1/30/23	North Branch Area Chamber of Commerce, 6063 Main St, Ste. B, North Branch, MN 55056	NBHS Scholarship A/C	<u>\$1,500.00</u>	Scholarship Donation
			<b>\$8,313.40</b>	
Jan.	DonorsChoose, 134 West 37th Street, 11th Floor, New York, NY 10018	Sunrise River Elem.		Toys & Activities were donated to SPED Classroom

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

MSBA/MASA Model Policy 410

Orig. 1995

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

Rev. 202215

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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

A. "Covered active duty" means:

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

B. "Covered servicemember" means:

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

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

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

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

8. to address ~~parental~~ care needs of a covered military member's parent who is incapable of self-care; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section U.S.C. § 101.

#### **IV. LEAVE ENTITLEMENT**

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

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

employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

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

health plan premiums paid by it.

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

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

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

total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

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

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

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
- 4D. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

## VI. OTHER

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

## VII. DISSEMINATION OF POLICY

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

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

**Cross References:** MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave—~~Family and Medical Leave Act Summary~~)

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

MSBA/MASA Model Policy 414

Orig. 1995

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

Rev. 202219

## **414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

### **I. PURPOSE**

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

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

- A. The policy of the school district is to fully comply with [Minnesota Statutes chapter- 260E§ 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~~that:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of [Minnesota Statutes chapter 260C \(Juvenile Safety and Placement\) Child Protection](#) and [Minnesota Statutes chapter 260D \(Child in Voluntary Foster Care for Treatment\)](#), includes an individual under age 21 who is in foster care pursuant to [Minnesota Statutes chapter 260C.451 \(Foster Care Benefits Past Age 18\)](#).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being ~~neglected or physically or sexually abused~~maltreated, or has been ~~neglected or physically or sexually abused~~maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- FE. "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, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors ~~such~~ as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for ~~the child's 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 as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, ~~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 Minnesota Statutes section 260C.007, subdivision. 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a ~~parent or~~ person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior ~~which that~~ contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

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

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

H. ["Person responsible for the child's care" means \(1\) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or \(2\) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.](#)

IG. "Physical abuse" means any physical injury, mental injury [\(under subdivision 13\)](#), or threatened injury [\(under subdivision 23\)](#), inflicted by a person responsible for the child's care [on a child](#) other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by [Minnesota Statutes section 125A.0942 or 245.825](#).

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

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

JH. "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~~ [maltreatment](#) of a child and contains sufficient content to identify the child and any person believed to be responsible for the [maltreatment, neglect or abuse](#), if known.

KI. "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, 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 that~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~which that~~ requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b) (~~Registration of Predatory Offenders~~).

~~M.~~ "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

~~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 information 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, agency

responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.

- B. ~~If the immediate report has been made orally,~~ An oral report shall be made immediately, by telephone or otherwise, ~~and~~ The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating maltreatmentthe report. Any The written report shall be of sufficient content to identify the child, any person believed to be responsible for the abuse or neglectmaltreatment of the child if the person is known, the nature and extent of the abuse or neglectmaltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- ~~G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.~~
- ~~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, plus costs and reasonable attorney fees. ~~and the reckless-Knowingly or recklessly~~ making ~~of~~ a false report also may result in discipline. ~~The court may also award attorney's fees.~~

## V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment neglect or physical or sexual abuse rests rests with the appropriate state, 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~~offender, and any other person with knowledge of the ~~abuse or neglect~~ maltreatment 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 ~~the alleged offender or parent, legal guardian, or 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~~ must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged ~~perpetrator~~ offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged ~~perpetrator~~ offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

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

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be

destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

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

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

#### **VIII. DISSEMINATION OF POLICY AND TRAINING**

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

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



# Confidential Student Maltreatment Reporting Form

Date submitted: \_\_\_\_\_ SMP File # \_\_\_\_\_ (MDE staff use only)

## REPORTER (Reporter is confidential under Minnesota Statutes, section 260E.)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Mandated Reporter: Yes No

## SCHOOL INFORMATION (Current Enrollment Location of Alleged Victim)

ISD#: \_\_\_\_\_ School District: \_\_\_\_\_ School/ Program Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Principal/Director: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Transportation Company Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## ALLEGED VICTIM

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Male Female DOB: \_\_\_\_\_ Grade: \_\_\_\_\_ Race/Ethnicity: \_\_\_\_\_

Receives Special Education Services: Yes No Primary Disability Category: \_\_\_\_\_

Alleged Victim is over the age of 18: Yes No (If over 18, please provide the following contact information)

Alleged Victim Phone: \_\_\_\_\_ Alleged Victim Email: \_\_\_\_\_

Alleged Victim has a legal guardian: Yes No

Parent/Guardian 1: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian 2: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Minnesota Department of Education  
Student Maltreatment Program  
1500 Highway 36 West, Roseville, MN 55113-4266  
Reporting Line: 651-582-8546  
Fax: 651-797-1601  
Email: [mde.student-maltreatment@state.mn.us](mailto:mde.student-maltreatment@state.mn.us)

**ALLEGED OFFENDER**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Male Female  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Race/Ethnicity: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_  
Licensed: Yes No  
If licensed, name of licensing board(s): \_\_\_\_\_ License/Folder # \_\_\_\_\_

**INCIDENT**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Setting (i.e. Bus, Classroom): \_\_\_\_\_  
Location and Address (if different than enrolled school): \_\_\_\_\_  
Witness \_\_\_\_\_ Phone: \_\_\_\_\_  
Witness \_\_\_\_\_ Phone: \_\_\_\_\_  
Police Notified: Yes No Police Department: \_\_\_\_\_  
Police Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Case #: \_\_\_\_\_

**Alleged Maltreatment:** Physical Abuse Sexual Abuse Neglect Unknown  
Injury: Yes No

**Description of Incident and Injury:** (please attach additional documentation, if needed)

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

MSBA/MASA Model Policy 415

Orig. 1995

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

Rev. 201522

## 415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

A. "Abuse" means:

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

patient, or client of that facility.

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

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

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

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

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

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

F. "Mandated Reporters" means a professional or professional's delegate while engaged in education. any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain 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. §Minnesota Statutes section 626.5572, Subd. 17.

J. "School personnel" means professional employees or their delegates of the school

district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.

- K. “Vulnerable Aadult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. Minnesota Statutes chapter 245A, except as excluded under Minn. Stat. §Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual’s ability to adequately provide adequately for the person’s individual’s own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual’s self from maltreatment.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The 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. §Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

## V. INVESTIGATION

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

## VI. DISSEMINATION OF POLICY AND TRAINING

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

**Legal References:** Minn. Stat. § 13.02 (~~Government Data Practices; Collection, Security, and Dissemination of Records; Definitions~~)  
[Minn. Stat. Ch. 245A \(Human Services Licensing\)](#)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.232 ~~34~~ (~~Crimes Against Vulnerable Persons~~Adults; Definitions)  
~~Crimes Against the Person~~)  
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
[MSBA/MASA Model Policy 515 \(Protection and Privacy of Pupil Records\)](#)

**I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

**II. PAYMENT OF MEALS****A. Unpaid Meal Charge and Debt Collection Procedures**Charge Procedure

1. If the student or family account has insufficient funds to pay for breakfast and/or lunch meals, the following will apply:
  - All students will be provided a Type A meal, regardless of meal account status. The charge for the meal will be added to the family account.
  - Students with an overdrawn account will not be allowed to charge ala carte items.
2. Students eligible for free or reduced-price meals will always be served a meal regardless of unpaid food service accounts. When a student eligible for PAID meals has "cash in hand" to pay for a meal, the student will be served a meal regardless of unpaid food service accounts. The "cash in hand" will not be applied towards past due balances.

Notification of Account Status

1. There are several ways families can obtain their lunch account balances.
  - Families can check their student's meal account balance via Wordware.
  - Families can contact the Food Service Department at (651) 674-1521 for account balances.
2. The parent/guardian will be notified when their account has a low balance.
  - When a family's balance reaches \$10.00 or less, an e-mail will be sent daily to the parent/guardian advising them of the student meal account balance(s).
  - At the end of each month, a letter will be mailed home to parents when a family's balance reaches -\$30.00 or less.

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- The Food Service Department will encourage parents to complete the free/reduced-price meal application.

### Collection of Unpaid Meal Debt

1. Prior to the end of the school year, the following collection actions may be taken on any accounts with a balance of -\$50.00 or less:
  - A formal letter will be sent to the household notifying that the debt may be turned over to a collection agency if the balance isn't paid by a designated date or if a payment plan isn't established. If there is no response by the designated date, the account may be turned over to a collection agency.
  - Two attempts will be made by phone to discuss the status of the negative accounts.
  - The expectation is all fees owed to the district will be paid in full on the last day the student will be attending classes.
- B. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- D. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.
- E. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- ~~F. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal will be the same as a standard meal price and will be charged to the student's account or otherwise charged to the student.~~
- FG. When a student has a negative account balance, the student will not be allowed to charge a snack item.
- GH. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts.

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Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches -\$10.00 or less. Families will be notified by email.

Families will be notified of an outstanding negative balance once the negative balance reaches -\$30.00 or less. Families will be notified by mail.

- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than -\$50.00 or less not paid prior to the end of the school year will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or

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other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

### V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing in the student handbook to:
1. all households at or before the start of each school year;
  2. students and families who transfer into the school district, at the time of enrollment; and
  3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (Lunch Aid; Food Service Accounting)  
Minn. Stat. § 124D.111, Subd. 4  
2 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

Member \_\_\_\_\_ introduced the following resolution  
and moved its adoption:

RESOLUTION DIRECTING THE ADMINISTRATION  
TO MAKE RECOMMENDATIONS FOR REDUCTIONS  
IN PROGRAMS AND POSITIONS AND REASONS  
THEREFOR.

WHEREAS, the financial condition of the school district dictates that the school board must reduce expenditures immediately, and

WHEREAS, there has been a reduction in student enrollment, and,

WHEREAS, this reduction in expenditure and decrease in student enrollment must include discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Independent School District No. 138, as follows:

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions to effectuate economies in the school district and reduce expenditures and, as a result of a reduction in enrollment, make recommendations to the school board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

## Annual Compliance Overview

[Minnesota Statutes, section 124D.78](#) requires Minnesota districts, charters, and tribal schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the statute cites that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

To be compliant with this statutory requirement, districts, charters, and tribal schools are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for American Indian Parent Advisory Committee members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

### The Vote and Resolution

If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence. This vote is formally reflected on the annual compliance documents. Members of the AIPAC must present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to the OAIE.

### Completing and Submitting the Documents

***The following items are required when submitting annual compliance:***

- ✓ The annual compliance/vote of concurrence or nonconcurrence document
- ✓ The AIPAC resolution document
- ✓ The AIPAC roster and district employee sign-in sheet (available to download on the OAIE webpage)

***All items are fillable PDF forms. When completing, remember to:***

- Include the district or school name and identifying number.
- Place a check mark next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required. *\*Digital signatures are accepted.*
- Use the drop-down menu in the roster to select the appropriate committee member options.

***The District or School Does Not Have an AIPAC:***

Districts or schools that do not have an AIPAC are still required to complete this paperwork.

- Place a check mark next to “Does Not Have an AIPAC”.
- Obtain the signature of the superintendent or charter/tribal school director and the school board chair. The resolution page is not required.

***Submission Deadline:***

Email all three required items **by March 1** to: [mde.indian-education@state.mn.us](mailto:mde.indian-education@state.mn.us)

# Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: North Branch Area Public School District # 138

## The American Indian Parent Advisory Committee Vote

**The AIPAC Issued a Vote of Concurrence**

Date of Concurrent Vote: 1/18/2023

Date the AIPAC presented to the school board: \_\_\_\_\_

**The AIPAC Issued a Vote of Nonconcurrence**

A vote of nonconcurrence requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

Date the written response from the school board is due: \_\_\_\_\_

**The District/School Does Not Have an AIPAC**

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

## Required signatures

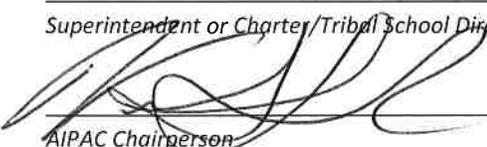
*\*Digital signatures are accepted*

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Charter/Tribal School Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
AIPAC Chairperson

2-3-23  
\_\_\_\_\_  
Date

## The American Indian Parent Advisory Committee Resolution

**WHEREAS**, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

**WHEREAS**, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

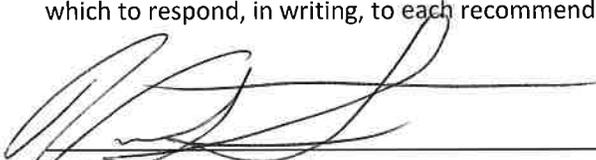
**WHEREAS**, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

**WHEREAS**, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

**THEREFORE BE IT RESOLVED**, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

**We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

**We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.

  
\_\_\_\_\_  
*AIPAC Chairperson Printed Name and Signature*

January 18, 2023

*Date*



## The American Indian Parent Advisory Committee (AIPAC)

### About Membership

*Per Minnesota Statutes, section 124D.78, subdivision 3, The American Indian education parent advisory committee must be composed of parents of children eligible to be enrolled in American Indian education programs; secondary students eligible to be served; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; counselors; adult American Indian people enrolled in educational programs; and representatives from community groups. A majority of each committee must be parents of children enrolled or eligible to be enrolled in the programs. The number of parents of American Indian and non-American Indian children shall reflect approximately the proportion of children of those groups enrolled in the programs.*

### About the Roster and Sign-in Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. Please type the committee member's name, email, and phone in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

The sign-in sheet for district employees is also fillable. District employees often participate in committee meetings and serve as a bridge between the committee and the district, helping to navigate district processes while furthering the goals and initiatives of the committee members. Employee participation levels vary depending on the district. If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district sign-in sheet.

### Submission

Fall: For districts participating in the American Indian Education Aid program: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

March 1: As part of the AIPAC and district Annual Compliance process: [MDE.AnnualCompliance@state.mn.us](mailto:MDE.AnnualCompliance@state.mn.us)

## American Indian Parent Advisory Committee Member Roster

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
Victoria Halvorson halverson.vm@gmail.com 612-250-7379	Yes	Chair/Co-chair	Parent/Guardian of an American Indian Student
Alanna Hansen hansen.alanna@gmail.com 763-482-4403	No	General Member	Parent/Guardian of an American Indian Student
Joseph Big Bear powwow11@frontiernet.net 651-352-0007	Yes	General Member	Family Member of an American Indian Student
Teresa Carlson Teresa10507@gmail.com 763-843-0920	No	Secretary	Parent/Guardian of an American Indian Student
Jackie Weissmann jackieweissmann@hotmail.com 651-210-7872	Yes	General Member	Parent/Guardian of an American Indian Student
Ben Paro bparo@isd138.org 651-674-1382	Yes	General Member	American Indian District Employee
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

**Committee Member Name, Email, and Phone**

**American Indian**

**Committee Member Role**

**Primary Area of Representation**

	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

# District Employee Sign-in Sheet

Employee Name, Email, and Phone	Employee Title
Joanne Kreitz jkreitz@isd138.org 651-674-1377	Education Assistant
Ben Paro bparo@isd138.org 651-674-1382	Teacher/Indian Education Coordinator

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

MSBA/MASA Model Policy 209

Orig. 1995

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

Rev. 2022

## **209 SCHOOL BOARD CODE OF ETHICS**

### **I. PURPOSE**

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

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

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

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

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

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

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

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

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

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

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

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

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

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

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

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

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

**Cross References:** None

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

MSBA/MASA Model Policy 210

Orig. 1995

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

Rev. 2022~~08~~

## **210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

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

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

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

### **III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

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

- a. The school board ~~must~~ shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
- b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
- c. Before a claim is paid, the interested school board member ~~shall~~ must file with the clerk of the school board an affidavit stating:
  - (1) The name of the school board member and the office held;
  - (2) An itemization of the goods or services furnished;
  - (3) The contract price;
  - (4) The reasonable value;
  - (5) The interest of the school board member in the contract; and
  - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
- 5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (**Note:** *This section applies only when the school district has a population of 1,000 or less according to the last federal census.*)
- 6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~where-at which~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where~~ only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$~~208~~,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where-at which~~ all school board members are present, that employment ~~must be~~ immediately terminated and that school board member ~~will have~~ has no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where-when~~ the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse

receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In order for~~ For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where-in which~~ the contract is approved.

#### **IV. LIMITATIONS ON RELATED EMPLOYEES**

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

#### **V. CONFLICTS PRIOR TO TAKING OFFICE**

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

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

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

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (~~Employment; Contracts; Termination~~)Teacher Hiring, Dismissal)

Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers' Interest in Contract; Penalty)

Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)

Minn. Stat. § 471.89 (Contract, When Void)

Op. Atty. Gen. 437-A-4, March 15, 1935

Op. Atty. Gen. 90-C-5, July 30, 1940

Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School Board)

MSBA/MASA Model Policy 209 (Code of Ethics)

~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

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

MSBA/MASA Model Policy 722

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## **722 PUBLIC DATA AND DATA SUBJECT REQUESTS**

### **I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

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

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

### **III. DEFINITIONS**

#### A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

#### B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

#### C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

#### D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

#### E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

#### F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic

form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

**IV. REQUESTS FOR PUBLIC DATA**

- A. All requests for public data must be made in writing directed to the responsible authority.
  - 1. A request for public data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. A requestor is not required to explain the reason for the data request.
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
  3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

**V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor’s access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

**VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is

classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- A.J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  2. Date the request is made;
  3. A clear description of the data requested;
  4. Proof that the individual is the data subject or the data subject's parent or guardian;
  5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

## **VIII. COSTS**

### A. Public Data

1. The school district will charge for copies provided as follows:
  - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

### B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:

- a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
- b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

**C. Data Belonging to an Individual Subject**

- 1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

- 2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child’s parent or guardian or by the child upon the child reaching the age of majority.

**IXVII. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public’s ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district’s website.

**Data Practices Contacts**

**Responsible Authority:**

Sara Paul - Superintendent  
 North Branch Area Public Schools  
 651-338-1302  
 spaul@isd138.org

**Data Practices Compliance Official:**

Todd Tetzlaff - Director of Finance and Human Resources  
 North Branch Area Public Schools  
 651-674-1009  
 ttetzlaf@isd138.org

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.0176 (Government Data)

[Minn. Stat. § 13.02 \(Definitions\)](#)  
Minn. Stat. § 13.025 (Government Entity Obligation)  
[Minn. Stat. § 13.03 \(Access to Government Data\)](#)  
[Minn. Stat. § 13.04 \(Rights of Subjects to Data\)](#)  
[Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)  
[Minn. Stat. § 13.32 \(Educational Data\)](#)  
[Minn. Rules Part 1205.0300 \(Access to Public Data\)](#)  
[Minn. Rules Part 1205.0400 \(Access to Private Data\)](#)

***Cross References:***

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

# Board & Administrator

FOR SCHOOL BOARD MEMBERS

February 2023 Vol. 36, No. 10

## Damage control: Know how to respond when social media posts go wrong

“I never said that.”

“You’re misinterpreting my words.”

“That picture doesn’t mean what you think it means.”

Few school board members (if any) would take pleasure in the realization that a comment or meme they posted on social media caused distress within the school community. Some board members may be tempted to argue that their comments were taken out of context or that parents and educators are being overly sensitive. Others may delete the content in question and feign ignorance. In many instances, however, responses like these will only make the situation worse.

Because social media has become such a critical communication tool for districts, board members need to know how to deal with the fallout caused by questionable social media posts – even if they had no intent to cause harm. Board members who find themselves caught up in a social media controversy over school-related comments or postings should:

**1. Accept responsibility.** While the board member does not necessarily need to preserve the post for all time, he should acknowledge that he posted the content in question.

**2. Acknowledge impact on school community.** Could the post be interpreted as criticizing students, parents, or staff members? Does it include language that might be offensive to certain groups? A simple statement like, “I can see why you might have read my post this way, and I’m sorry,” can show that the board member values the community’s input.

**3. Pledge to do better.** The board member should consider why her post caused distress in the first place. If it stemmed from poor choice of words or a misunderstood attempt at humor, she should note her intent to work on communicating more clearly.

Above all, board members should remember their role as district leaders. By owning up to their mistakes, they are setting a good example for stakeholders. ■

## Teamwork tops list of important board commitments

There is nothing wrong with vigorous debate and opposing views as the board works through the issues facing the district. But once all the research is in, the discussion has wrapped up, and the vote has been taken, board members should be committed to the majority’s view.

Divisiveness splits not only the board but the community, too, as citizens see the board lacks teamwork. Boards that have split votes all the time generally have other problems too – like expensive buyouts to superintendents, role issues, and back channels of communication.

So, keep in mind the importance of board unity. Unity doesn't mean that some voices aren't heard but, instead, that once a vote is taken, the full board commits to the district's direction. To emphasize teamwork:

- Elect strong board leaders. When the president and past president are respected by the

board, it goes a long way to achieving good teamwork.

- Allow all board members to express their opinions and explain where they stand on an issue. The board president should be sure that all board members have the opportunity to air their concerns and views. ■

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## Check in on strategic plan

Does your district have a strategic plan? When was the last time you reviewed the plan's goals? Maybe your district has been meaning to create a strategic plan, but more pressing matters kept popping up. If your district has a strategic plan in place already, now is a great time to take a look at the goals and see where the district is on target and where it has fallen off track.

If your district does not have a strategic plan, or it has not been updated in years, now might be the right time to create one. Schools have seemingly settled back into a sense of normalcy and many individuals are more invested in their districts than ever before.

Think of a strategic plan as a road map for creating an effective district. For example, decide what matters need the board's immediate attention. A report from the superintendent might give deeper insight into these matters. Generally, your strategic plan should address the district's status, where the district wants to go, and how

the district will get there. Districts typically address finance, student performance, and culture goals in their strategic plans, but each district has unique needs.

Ideally, this plan will involve input from district leaders, the superintendent, parents, students, board members, teachers, and other community members. Hold strategic planning sessions to get insight into what these stakeholders perceive as the district's strengths, weaknesses, and opportunities for improvement. These strategic planning sessions are a great time to show that the school board and superintendent are a united front and are committed to addressing any perceived flaws and bettering the district.

The strategic plan also serves as a great reference point in board meetings. When discussing polarizing ideas, board members can always point to the strategic plan and explain the ways in which they believe their proposed course of action drives the district further toward its strategic goals. ■

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## Keep municipal officials on speed dial

While a board is the governing body of a school district, board members must remember that they are operating within the boundaries of the municipality. If the board plans to make any modifications or additions to school facilities, it should work closely with municipal officials.

Consider what happened when the Bryan Independent (Tex.) School District sought to develop an auxiliary complex on the west side of the city. Although the city council ultimately voted in October 2022 to approve the district's proposal, the vote was successful only after district and city offi-

cialists compromised on the location of the building. Some council members continued to disagree with the plans and highlighted the district should have communicated with city leaders before unilaterally deciding the initial placement of the complex, a local news outlet reported.

Don't make a similar mistake. If your district has plans to augment or modify its facilities, keep city officials on speed dial. Also, understand that the board may need to meet and work with elected officials — not just city planning and development staff — to get the ball rolling. ■