

Regular School Board Meeting of ISD 857

Monday, June 13, 2022 6:00 PM

Board & Public in HS Library/Remote viewing via ZOOM, 100 County Road 25 ,
Lewiston, MN 55952

I. Call Meeting to Order	Speaker(s): Board Chair
II. Pledge of Allegiance.	Speaker(s): Board Chair
III. Quorum Call Brummer Koverman Maki Meisch Meyer Pringle Sommer	Speaker(s): Board Chair
IV. Approve the June 13, 2022 Meeting Agenda	Speaker(s): Board Chair
V. Open Forum Guideline: Three minutes per speaker; 15 minutes maximum. Complaints about personnel or individuals are prohibited. No Board action is taken during the Open Forum. This is the only time during the Board meeting that audience participation is allowed unless scheduled prior.	Speaker(s): Board Chair
VI. Community Engagement Meeting Summary and Long Range Planning: Next Steps	Speaker(s): InGensa, Inc.
VII. Consent Agenda VIIA. Board Meeting Minutes: May 9, 2022 VIIB. Financial Reports a. Board Bills b. Miscellaneous Payments c. Wire Payments d. Investment Summary	Speaker(s): Board Chair
VIII. VIIC. Accept resignation of Kara Prosen, paraprofessional, effective June 9, 2022. VIID. Approve hire of Kara Prosen as Office and Finance Assistant for the Business Office at the rate of \$18.00/hour effective June 20, 2022. VIIE. Accept resignation of Emily Zink, teacher, effective June 10, 2022. VIIF. Approve SSC Facilities Management Service Agreement with IEA for mock OSHA audit and annual records review for 2022-23 for \$1,085.00.	
VIIG. Approve hire of Jackson Schott and Jenna	

Brugger as summer student staff for facilities and grounds at the rate of \$13.50/hour.

VIIH. Approve volunteers for summer camps, workouts and skills days at the high school: Bruce Clark, Brent Olson, Tanya LeJeune, Liza Kennedy, Michael VanderPlas, Patrick Overing, Trisha Schultz, Joel Ellinghuysen, Carter Jonsgard, Brett England, Cory Schmitz, Joe Justman.

IX.

VII I. Approve hire of Dylan Weninger, Special Education Teacher, in accordance with the 2021-2023 EdMN/L-A Master Agreement at BA/Step 1.

VIIJ. Approve hire of Madonna Gasca-Hernandez, Intermediate Classroom Teacher, in accordance with the 2021-2023 EdMN/L-A Master Agreement at BA/Step 4.

VIIK. Approve hire of Dylan Gowlland, Intermediate Classroom Teacher, in accordance with the 2021-2023 EdMN/L-A Master Agreement at BA/Step 2.

VII L. Accept resignation of Patricia Buckbee, Food Service Staff, effective June 10, 2022.

VII M. Approve hire of Pam Luehmann, Food Service Staff for the 2022-2023 School Year.

VII N. Accept donations for FFA Dairy Bag Sales: Caledonia Haulers (\$300.00); Land O'Lakes \$500.00; Oakwood Bank \$50.00; Compeer Financial \$500.00; Lewiston Sales Barn \$100.00; First District Association \$100.00; People's State Bank \$100; Doran Insurance \$100.00; Lang's Dairy and Equipment \$25.00; Riverside \$100.00; Heartland Country Club \$50.00; Lewiston Feed & Produce \$100.00; Pettit's IBA LLC \$100.00; Bremer Bank \$250.00; Lewiston Hardware \$100.00; Minnwest Bank \$500.00; Kalmes Implement \$100.00; Land O' Lakes: Paula \$500.00, Merchant's Bank: \$100.00, Rislove Service Center: \$100.00, Marxhousen Farms: \$500.00, TK & N Entertainment LLC: \$50.00, Ag Partners: \$100.00. TOTAL; \$4,425.00

VII O. Approve hire of Meagan Caroon, High School English Teacher in accordance with the EdMN/L-A 2021-2023 Master Agreement at BA/Step 10.

VII P. Accept resignation of Teresa Fortsch, Food Service, effective June 10, 2022.

VII Q. Approve Vicky Greden, teacher, request

for a voluntary reduction of her 2022-23 FTE to 0.69 FTE (0.29 reduction) with an option to return to 0.98 FTE for the 2023-2024 school year.

VIIR. Accept donation of \$4025.00 to the Retha Finger Memorial Fund for ECFE.

X. Agreement with Cotter Schools for Employee Services Sharing Agreement for Food Service Director in 2022-2023. **Speaker(s):** Board Chair

XI. Southeast MN United Purchasing Joint Powers Agreement for cooperative food purchasing. **Speaker(s):** Board Chair

XII. Engagement Agreement with CliftonLarsonAllen LLP for 2021-2022 Audit Services. **Speaker(s):** Board Chair

XIII. 2022-2023 Resolution for Membership in the Minnesota State High School League. **Speaker(s):** Board Chair

XIV. Resolution for November 2022 School Board Election **Speaker(s):** Board Chair

XV. Policies and Forms on 2nd Readings

1. 706 Acceptance of Gifts
2. 208 Development of Policies
3. 305 Policy Implementation
4. 422 Policies Incorporated by Reference
5. 427 Workload Limits
6. 504 Student Dress and Appearance
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9. 423 Employee-Student Relations
10. 519 Interviews of Students by Outside Agencies
11. 532 Use of Peace Officers and Crisis Teams
12. 702 Accounting
13. 721 Uniform Grant Guidance Policy regarding Federal Revenue Sources

XVI. Policies and Forms on 1st Reading **Speaker(s):** Board Chair

- a. 206 Public Participation
- b. 722 Public Data Request and 722F Form
- c. 521 Student Disability Nondiscrimination
- d. 101 Legal Status of the School District
- e. 103 Complaints – Students, Employees, Parents, Other Persons
- f. 304 Superintendent Contract, Duties and Evaluation
- g. 401 Equal Employment Opportunity
- h. 403 Discipline, Suspension and Dismissal of School District Employees
- a. 407 Employee Right to Know – Exposure to Hazardous Substances
- j. 408 Subpoena of a School District Employee
- k. 409 Employee Publications, Instructional Materials, Inventions and Creations

XVII. Policies on a 1st Reading (Policies that must be reviewed annually)

- i. 410 Family and Medical Leave Policy

- j. 413 Harassment and Violence
- k. 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- l. 415 Mandated Reporting of Maltreatment of Vulnerable Adults
- m. 506 Student Discipline; 506F Notice of Suspension
- n. 514 Bullying Prohibition Policy
- o. 522 Student Sex Nondiscrimination
- p. 524 Internet and Acceptable Use and Safety Policy
- b. 616 School District System Accountability
- 1. 806 Crisis Management Policy

XVIII.	PK-6 Principal's Report	Speaker (s) : Principal Dave Riebel
XIX.	7-12 Principal's Report	Speaker (s) : Principal Dr. Cory Hanson
XX.	Superintendent's Report	Speaker (s) : Superintendent Carman
XXI.	Board Committee Reports	Speaker (s) : Board Members
XXII.	<u>Upcoming Meeting Schedule</u> Special Meeting (2022-23 Budget Approval & Related Items): Tuesday, June 28, 2022, 6:00pm Regular Board Meeting: Monday, July 13, 2022, 6:00pm Regular Board Meeting: Monday, August 22, 2022, 6:00pm (No Meeting on August 8th - Schedule Change)	Speaker (s) : Superintendent Carman
XXIII.	Adjourn	



Community Engagement Report

LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857

**ENGAGEMENT MEETING #1: “DID YOU KNOW?”
Discovery Discussion Results**

Hosted at Lewiston Community Center
May 26, 2022

Meeting Date: Thursday, May 26, 2022 | 5:30-7:30 p.m.

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COMMUNITY ENGAGEMENT REPORT | **EVENT OVERVIEW**

LEWISTON-ALTURA SCHOOL DISTRICT Engagement Meeting #1: “Did You Know?”

May 26, 2022

DEMOGRAPHICS

Total Participants | Approx. 133 adults, 20 children, 8 HS student helpers

Silent (1945 and earlier) | 0

Baby Boomer (1946 – 1964) | 19

Gen X (1965 – 1984) | 57

Millennial (1984 – 2004) | 29

Gen Z (2004 to 2012) | 8

Alpha (2013 to Present) | 20

Note: Of the 120 participants, 93 people completed the Sign-in sheet.

SUMMARY, OVERVIEW

On Thursday, May 26, 2022, approximately 133 members of the Lewiston-Altura community came together for a community engagement meeting to learn about the schools and provide input on the district’s future. Participants were provided information in a series of “Fun Facts” throughout the room and through a presentation on the financial and facility planning process the district has been working through over the past year. Superintendent Carmen spoke to current “State of the District” and the purpose of the planning process and partnership with InGensa.

After the presentation, participants were encouraged to share their feedback in writing via the *Discovery Discussion*, a small-group discussion activity and a short survey enabling their opinions and needs to be formally recorded. Community members were very engaged in the discussion and shared some very good information and honest feedback during the report out activity.

LEWISTON-ALTURA SCHOOL DISTRICT
Tuesday, May 26, 2022

DISCOVERY DISCUSSION INSTRUCTIONS

Directions: Form a group of 5-6 people. Try to join a group of people you don't know well.

Identify a scribe and write down the names of the members of your group. Read the questions and have a brief discussion about which questions you think are most important to answer. Answer the questions that you believe are most important to answer starting with the most important to least important.

Questions for Discussion (10-15 minutes per question/Choose any 3-5 questions to answer):

1. Do you believe the Lewiston-Altura Public Schools have challenges (i.e. budget and or building challenges)? What are they?
2. Is there anything positive you'd like to say about Lewiston-Altura Public Schools? What keeps your children here in our district?
3. Given the current financial situation of the district, what advice do you have for the board as they move forward with planning?
4. As the board and planning committee starts to work through this process, what questions would you like to see answered?
5. Is there any question/comment that we should have asked but didn't? Please share the question and your answers to it as well!

DATA & ANALYSIS

METHODOLOGY

We utilized the Discovery small-group discussions to ask questions that were designed to provoke open, honest feedback from participants on the information presented. A total of 133 people participated in the first of three engagement meetings and there were 18 discussion groups and 2 individual responses.

We have included the instructions distributed to community discussion participants above. In these instructions, we encouraged participants to focus on the 3-5 questions most important to their discussion group, and some groups elected to answer all questions as indicated in their notes document.

As a result, questions were ranked as indicated in the report that follows based upon those entries receiving the greatest number of responses from the greatest number of participating groups who submitted notes. This raw response rank has been noted under each individual question in the aggregated raw response transcript attached to this report.

QUESTION ONE

We asked: *Do you believe the Lewiston-Altura Public Schools have challenges (i.e. budget and or building challenges)? What are they?*

This question received a total of 73 individual responses from all 18 discussion groups and 2 individuals (for total of 20). This makes it the **highest traction item** of this Discovery Discussion based upon volume of participant responses.

Facility Upgrades

Twelve out of the 20 groups/individuals that responded to this question cited concerns about the buildings, including the age of the facilities and the improvements needed around classroom updates, the mechanical systems, aesthetics, and space at the High School. “Buildings haven’t been upgraded,” Building – age of buildings/outdated facilities – unattractive aesthetically,” and yes, outdated building hindering student ability to learn. Staff/custodians can’t give attention to educ – distractions” were a few of the comments made regarding the facilities.

Declining Enrollment

Concerns about declining enrollment were discussed by multiple groups. Respondents recommended looking for ways to compete with other schools around Lewiston-Altura and researching how to keep incoming 9th grade students.

Funding and Budget

Challenges with funding and increased costs were mentioned by 13 of the 20 groups that responded. One group stated, “Absolutely! Lack of funds prevents improvements.” Another group listed their concern as, “Budget constraints – causing a large amount of teachers/staff to leave now with threat of firing in future.”

Right-sizing District

“Do we really need the school in Altura?” was a question asked by one group in relation to this question. Five groups commented on the need to downsize or decrease the number of buildings in the Lewiston-Altura District.

Quality Staff and Education

Many groups that responded to this question had questions or concerns about retaining quality staff and improving educational programming opportunities for students. “Quality of education is a major concern. A high-quality education draws people to the community. Maintaining teachers that perform and provide quality education is being overlooked” was a comment made by one group, while two groups asked how we can compete with other schools in the area.

Other

All comments related to question two can be found in the Raw Data at the end of the report, however a couple of main themes are included below.

- Safety and Security
- Communications
- Maintenance, cleanliness, and pest control
- Attracting new residents/families to the community

QUESTION TWO

We asked: *Is there anything positive you'd like to say about Lewiston-Altura Public Schools? What keeps your children here in our district?*

Sixteen of 20 discussion groups submitted notes addressing this question, generating 61 total responses among them, and making this the **second highest traction question** of this Discovery Discussion. Following are some of the most common themes.

Small Community/Community Support

“Community involvement – seems like people really care,” “Small community and community support,” and “Community support and pride” were a few of comments listed recognizing the value the community brings to the district.

Opportunities for Students

“Good opportunity for students to participate in activities; bigger schools are selective with participants – leading to kids able to participate in many things/be well-rounded.” Members from 9 of 16 groups cited the activities and various programs offered at all levels as positive. “Great music program,” “Leveled reading program – kids are learning at their level,” “Early childhood program/special ed, cost for pre-school & Cardinal Club,” and “Good with special education” were additional comments in this category.

Participants made several positive comments about the extracurricular opportunities including, “Student involvement in multiple extracurricular activities,” and “Volunteerism and community assistance projects.”

Staff

“Bravo teachers! – higher quality education” was a comment that stood out in recognition of the staff at Lewiston-Altura. Eleven of the 16 groups noted Staff as a positive, and several responses in this category mention the quality of the teaching staff. Also mentioned in relation to staff were the following comments, “Teacher involvement – they know students and they CARE,” “Individualized attention available when needed,” “Staff who cares and stays,” and “Very good teachers that make an impact” are a few of the comments in this category.

Participants made several positive comments about the inclusive and supportive atmosphere in Lewiston-Altura Public Schools. “Inclusive environment,” “Individualized attention available when needed” and “Feel safe” were additional comments reflecting a welcoming and safe environment created by staff.

Small Class Sizes

Appreciation for the small school feel and the small class sizes was expressed by 8 of the 16 groups responding to this question.

QUESTION THREE

We asked: *Given the current financial situation of the district, what advice do you have for the board as they move forward with planning?*

Eighteen of 20 discussion groups/individuals submitted a total of 42 responses to this query, making question three the **third highest traction item** of this Discovery Discussion.

The greatest number of comments were around continuing to communicate and educate the public and emphasis was placed with the possibility of closing a building as a recommendation. Below are the recommendations for moving forward by category.

What advice do you have for the board as they move forward with planning?

Communications	<ul style="list-style-type: none"> ▪ Like News from the Nest ▪ Like the newsletter! ▪ Truly listen to public comments ▪ The formulas: this is new to us and the community needs to stay informed/be educated too! ▪ Transparency ▪ Ask for support
Close Building	<ul style="list-style-type: none"> ▪ Close a building ▪ Close Altura ▪ Consider closure of Intermediate School if in the best interest of the district ▪ Closing Altura would be hard, but might be necessary ▪ Consolidation of campuses will need to happen
Pursue Funding	<ul style="list-style-type: none"> ▪ How are we getting funding? ▪ Continue pushing the state to reform the education funding model ▪ Referendum ▪ Explore different/unique funding options ▪ Don't aim too low with operating levy: it has to work! ▪
Explore Options	<ul style="list-style-type: none"> ▪ Continue to establish a proper balance of buildings and safety vs. proper education ▪ Explore all options...keep it open ▪ Prioritize based off of need ▪ Daycare facilities and options ▪ Redesign being a medium/small & design quality programs based on this ▪ Looks at all options ▪ Thoroughly explore all options and be upfront with community about decisions
Housing	<ul style="list-style-type: none"> ▪ Housing development in Altura ▪ Pressure the city to add more housing of all types ▪ More housing – all types ▪ Housing for people coming to Lewiston
Facility Updates	<ul style="list-style-type: none"> ▪ Add on auditorium ▪ Science labs ▪ Libraries ▪ If an auditorium is built, where can it go
Other Comments	<ul style="list-style-type: none"> ▪ Kids not prepared for college – higher expectations, academically challenging courses ▪ Why do we have to hire outside group to figure this out? ▪ The board will have to sell the final decision ▪ Hiring InGensa is a good move ▪ Retain quality staff

	<ul style="list-style-type: none"> ▪ Suck it up & make tough decisions ▪ The advice is to maintain what we have and where we are at – not cut ▪ Continued community support ▪ Bussing could be improved to help w/open enrollment – other schools have vans that pick up students from Winona ▪ Competing for open enrollment. Rushford & St. Charles - both communities have better FACs ▪ If you do what you always did you'll get what you always got
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QUESTION FOUR

We asked: *As the board and planning committee starts to work through this process, what questions would you like to see answered?*

Fifteen out of 20 discussion groups submitted notes on this topic for a collective total of 28 individual responses, making this **the fourth highest traction question** of the Discovery Discussion. Major themes are listed below.

Enrollment

Respondents spoke to concerns about declining enrollment and the recommended the district explore the reasons families leave the district and reasons families choose to open enroll into the district.

One question asked was if the district does exit interviews with families that leave the district, or seeks reasons from those who opt to enroll into the district. Another group recommended, “Survey families that are choosing to send their children to L.A. from outside the district to see what decisions & reasons are for coming in.”

Closing Altura School

Groups that participated in this question would like to have more information on the option to close Altura School. Listed are the comments and questions regarding Altura School.

1. Specifics on the middle school – what is it like? What specifically are the issues?
2. What is the cost savings benefit of 2 vs. 3 schools?
3. If closed, what would happen to the Altura School?
4. How many kids are in Altura area?
5. Efficient facilities for our size
6. Will they close Altura?
7. How much \$ saved if we close Altura?

Options & Financial Impact

“Specific examples of how much property tax would increase, for ex: home value x before increase y after increase z,” and “Financials associated with each option/solution,” are comments that indicate community members would like to receive more information on the financial impact to tax payers.

“We would like to see more information about specifics – what individual students bring in financially, and how that has decreased.” “What specifically are they looking at decreasing and what would go first?” are overall budget questions that were raised.

Community/Parent/Staff Involvement

Recommendations to involve parents with school-aged children and unite the community to support the changes that are needed were presented by two groups. One group recommended consulting all staff during the planning process, while another group mentioned the importance of “Transparency – communication.”

QUESTION FIVE

We asked: *Is there any question/comment that we should have asked but didn’t? Please share the question and your answers to it as well!*

This open-ended question received responses from 10 out of 20 groups, making it the ***fifth highest traction*** question of the Discovery Discussion. The key themes included:

1. Communicating the financial options available and impact on district and community
2. Researching what other area schools are doing in communities of similar size
3. Increasing parent and community involvement
4. Questions about impact of budget reductions on students and staff

Comments and questions offered for this item included, “What will happen if district does grow – how much time will be given to determine, what will we do?” “Stay open minded and listen to parents,” “We’d like to know how the updates/projects would impact our taxes and for how long,” and “Overall – good school district.”

DISCOVERY DISCUSSION | RAW RESPONSE DATA AGGREGATE

Question 1: *Do you believe the Lewiston-Altura Public Schools face challenges (i.e. budget and or building challenges)? What are they?*

Response groups: 20/20 - 18 groups and 2 individual responses

Total responses: 73

Raw response rank: 1/5

[Group 1 Response]

- Quality of education is a major concern. A high-quality education draws people to the community. Maintaining teachers that perform and provide quality education is being overlooked.

[Group 2]

- Lack of funds to move forward
- Nothing to attract people to move in
- How do we compete with the schools around us?

[Group 3]

- More communication to parents from school and teachers
- Good teachers leaving – How do we keep? Support from admin/parents
- Lunch program – pretzel is NOT lunch or run out of food
- Rodent issue!
- Why is our school year extended til 2nd week of June?
- Facility upgrades & updates

[Group 4]

- Yes, Building
- Budget
- Serious mechanical needs – per initial report
- Continue to properly allocate based on needs
- Safety
- Satisfy ability to properly educate

[Group 5]

- Decrease # of buildings
- Cleaner up-to-date buildings
- Keeping quality staff

[Group 6]

- Yes, \$ has always gone down. You can't plan for everything and there is always maintenance.

[Group 7]

- Absolutely! Lack of funds prevents improvements
- No draw to move to Lewiston – no grocery store and other amenities
- How can we compete with other schools in the area?
- How to keep incoming 9th grade students?

[Group 8]

- Yes – both [budget and building challenges] and enrollment
- Inadequate revenue
- Building operational costs
- Building – age of buildings/outdated facilities – unattractive aesthetically

[Group 9]

- Yes – HS building space
- Concerns regarding building structures
- Turnover
- Administration – transparency
- Programming for education

[Group 10]

- Declining enrollment
- Multiple schools in district
- Drug use
- Respect (lack of)
- Digital distractions in the classrooms

[Group 11]

- Finances
- Increased funding from state
- Declining numbers of students
- Downsize elementary

[Group 12]

- Both – budget = enrollment
- High cost of living, high water bills
- Buildings haven't been upgraded
- Do we really need the school in Altura?
- 1 member in the group is open enrollment (parent grad for LA)

[Group 13]

- Yes, outdated building hindering student ability to learn. Staff/custodians can't give attention to educ – distractions
- Budget constraints – causing a large amount of teachers/staff to leave now with threat of firing in future
- Safety issue at entries to high school – would like visual of outside visitors at door, able to open HS doors if pulled hard enough

[Group 14]

- Enrollment
- Funding going down
- Altura building
- Arts don't have their own spaces
- Schedule issues w/band/music

[Group 15]

- Playground equipment
- Declining enrollment – need to address long term
- Safety of HS entrance

[Group 16]

- Upgrade the buildings within budget
- Teachers that want to be involved
- Upgrade classrooms
- Pest control – mice at HS
- Parent involvement – increase

[Group 17]

- Yes, declining enrollment
- Entry security
- Facility updates

[Group 18]

- Budget
- Building challenges

[Group 19]

- Building – labs & auditorium
- Finances

[Group 20]

- Finances
- Adding an Auditorium
- Science classes

Question 2: Is there anything positive you'd like to say about Lewiston-Altura Public Schools? What keeps your children here in our district?

Response groups: 16/20

Total responses: 61

Raw response rank: 2/5

[Group 3]

- Small community – community support
- Small class size

[Group 4]

- Retention
- Teacher involvement – they know students and they CARE
- Smaller class size/district
- Activities
- Comradery
- Community involvement

[Group 5]

- Small community family oriented
- Character building for students/athletes
- Affirmations for students through activities & teaching
- Inclusive environment
- Communication is improving

[Group 6]

- Small class sizes
- Good community – getting to really know kids
- No violence in the schools
- Great music program
- Phy Ed every day
- More help for kids that need it
- Great library - librarians
- Leveled reading program – kids are learning at their level

[Group 9]

- Bravo teachers! – higher quality education

[Group 10]

- Community support
- Convenience
- Small community
- Small classrooms
- Student involvement in multiple extracurricular activities

[Group 11]

- Volunteerism and community assistance projects
- Staff has always been good

[Group 12]

- Individualized attention available when needed
- Community involvement – seems like people really care
- Students don't get left behind

[Group 13]

- Smaller class sizes
- Rural setting
- Supportive community/school
- Generosity
- Good opportunity for students to participate in activities, bigger schools are selective with participants – leading to kids able to participate in many things/be well-rounded

[Group 14]

- Teachers and Staff
- Early childhood program/special ed, cost for pre-school & Cardinal Club!
- School spirit
- Community support and pride
- Small classrooms

[Group 15]

- Good with special education
- Staff who cares and stays
- Small size
- Teachers' connections with students
- Supportive caring close friendships, friendly
- Great music/drama program
- Extracurriculars

[Group 16]

- Small community and community support
- Very good teachers that make an impact
- Feel safe

[Group 17]

- Smaller class sizes
- Location
- Smaller community
- Family is in area

[Group 18]

- We have a great staff & faculty on all levels who engage with our kids & know who they are
- The Intermediate school is a good transition/step for students before jumping into the High School

[Individual 19]

- Friendly community
- Good staff

[Individual 20]

- Everybody cares about District 857

Question 3: Given the current financial situation of the district, what advice do you have for the board as they move forward with planning?

Response groups: 18/20

Total responses: 42

Raw response rank: 3/5

[Group 1]

- Continue pushing the state to reform the education funding model

[Group 2]

- Like News from the Nest
- How are we going to get funding?

[Group 3]

- Kids not prepared for college – higher expectations, academically challenging courses

[Group 4]

- Continue to establish a proper balance of buildings and safety vs. proper education

[Group 5]

- Close a building
- Suck it up & make tough decisions
- Close Altura
- Referendum
- Why do we have to hire an outside group to figure this out?
- The board will have to sell the final decision

[Group 7]

- Like the newsletter!
- Truly listen to public comments
- Hiring InGensa is a good move
- Explore different/unique funding options

[Group 8]

- Retain quality staff
- Explore all options...keep it open
- Housing development in Altura
- Don't aim too low with operating levy: It has to work!
- The formulas: This is new to us and the community needs to stay informed/be educated too!

[Group 9]

- Transparency
- Continued community support

[Group 10]

- Prioritize based off of need
- Consider closure of Intermediate School if in the best interest of the district

[Group 11]

- Add on Auditorium
- Science labs
- Libraries
- Pressure the city to add more housing of all types
- Daycare facilities and options

[Group 12]

- Bussing could be improved to help w/open enrollment – other schools have vans that pick up students from Winona
- Competing for open enrollment. Rushford & St. Charles both communities have better FACs

[Group 13]

- Closing Altura would be hard, but might be necessary

[Group 14]

- If you do what you always did you'll get what you always got
- Ask for support
- If you don't make changes what will happen?
- Redesign being a medium/small & design quality programs based on this.

[Group 16]

- Consolidation of campuses will need to happen
- If an auditorium is built, where can it go – look at all options

[Group 17]

- Thoroughly explore all options and be upfront with community about decisions

[Group 18]

- The advice is to maintain what we have and where we are at – not cut

[Group 19]

- More housing – all types

[Group 20]

- Housing for people coming to Lewiston

Question 4: As the board and planning committee starts to work through this process, what questions would you like to see answered?

Response groups: 15/20

Total responses: 28

Raw response rank: 4/5

[Group 1]

- How can we compensate teachers similar to other school districts so our good teachers aren't leaving?

[Group 2]

- Will they close the Altura School?

[Group 3]

- How do you plan to cut elective classes when the students already run out of choices their Jr/Sr year?

[Group 4]

- Financials associated with each option/solution

[Group 5]

- Board needs to consult all staff
- How can we ask questions when we don't know what the questions are?
- How much \$ saved if we close Altura?

[Group 6]

- We would like to see more information about specifics – what individual students bring in financially, and how that has decreased
- What specifically are they looking at decreasing and what would go first?
- Specifics on the middle school – what is it like? What specifically are the issues?

[Group 7]

- Close the Altura School?
- How can we unite our community to support changes that are needed?
- How to involve parents with school-aged children
- Custodial staff is lacking – take care of what we have

[Group 8]

- Efficient facilities for our size
- Are we maximizing our revenue streams?
- Does the district do an exit interviews w/families that leave (why), or those that opt in?

[Group 9]

- Transparency – communication
- Community involvement
- What percentage PSEO?

[Group 12]

- Specific examples of how much property tax would increase, for ex: home value x before increase y after increase z

[Group 13]

- How will we create consistency with admin staff/teachers – stability – lower staff turnaround?

[Group 15]

- What is the cost savings benefit of 2 vs.3 schools?
- How many kids are Altura area?
- If closed, what would happen to the Altura School?

[Group 17]

- Why are we focusing on buildings and enrollments instead of focusing on underlying causes of enrollment drop?

[Group 18]

- Survey families that are choosing to send their children to L.A. from outside the district to see what the decisions & reasons are for coming in

[Group 19]

- Student enrollment is declining

Question 5: Is there any question/comment that we should have asked but didn't? Please share the question and your answers to it as well!

Response groups: 10/20

Total responses: 22

Raw response rank: 5/5

[G1]

- What are other schools with communities of similar size doing?
- How do schools even smaller than Lewiston-Altura provide quality education that attracts families?

[G2]

- The state can step in and close the Altura Intermediate when we are operating in the red
- How to involve school-aged parents

[G3]

- A cost analysis of keeping Altura School open?
- If increasing class sizes & decreasing electives?

[G5]

- Stop trying to make this fun – this is going to be hard & painful
- Why are we spending all this \$ on food when the district is in financial trouble?

[G9]

- Why do our admin/teachers, staff transition quickly?
- Trends?
- Do we have understanding?

[G12]

- Concerns about lack of things to do in the community – no pool/library
- Crossing is an excellent addition
- Overall – good school district
- Late starts are a hardship for open enrollment student – issues & transportation
- Would love to see an auditorium at the high school - lots of conflicts & gym time

[G13]

- What will happen if district does grow – how much time will be given to determine, what will we do?
- Transparency needed where money will be used

[G17]

- Is the school district and city working together?

[G18]

- Class sizes of 30+ students would be concerning and would compromise the quality of education

[G19]

- More daycare
- School safety

**LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form Feedback**

**Community Engagement Meeting No. 1
May 26, 2022**

Total Attendance (Body Survey) 133
Total Sign In Sheets Completed 93

<u>Generation (Sign-in Sheets)</u>	<u>Role</u>	<u>In-Room "Body Survey"</u>
Silent Generation (1945 and earlier) 1	Community Member 22	Silent Generation (1945 and earlier) 0
Baby Boomer (1946 - 1964) 16	Teacher & Staff 16	Baby Boomer (1946 - 1964) 19
Generation X (1965 - 1984) 45	Parent 51	Generation X (1965 - 1984) 57
Millennial (1984 - 2004) 26	Student 3	Millennial (1984 - 2004) 29
Generation Z (2004 to Present) 5	<u>Board & Administration</u> 1	Generation Z (2004 to Present) 8
<u>Alpha (2013 to Present)</u> 0	TOTAL 93	<u>Alpha (2013 to Present)</u> 20
TOTAL 93		TOTAL 133

Home City	Generation	Referral	Role	Something I'd Like to Say About My Experience	Task Force
Lewiston	Baby Boomer	Facebook/Parent	Community Member	Thank you for getting the discussion going, keep it moving!! Would like to know time commitment	Yes
Lewiston	Gen X	Info sent out	Teacher & Staff		Yes
Lewiston	Gen X	School	Teacher & Staff	Print on slides could be bigger please	Yes
Altura	Millennial	Staff Meeting	Teacher & Staff	Slides were difficult to read and it made it hard to follow	Yes
Lewiston	Baby Boomer	School	Teacher & Staff	PowerPoint slides very difficult to see	Yes
Winona	Millennial	email	Parent	New to the district 3 years ago. Noticed lack of communication about ind. Students- okay communication C bigger, broad items. Don't cut elec. Classes - there are already not enough.	Yes
Winona	Millennial	FB, school email	Parent	I found that the parents I talked to had similar things that they admired/enjoyed about this school district. We would like schools to maintain the great things they have going for them going forward (great music/art, leveled reading programs that kids really grow from, not huge class sizes, close connections, lot of student support, inviting wonderful libraries) A lot of people do not really understand/know about the poor shape the middle school is in - this would be helpful for people to know about. One person in our group was a teacher & able to explain this more... and several of us went to school at the Winona middle school where things were literally falling apart on us. We would rather see consolidation than low maintenance to the point that our kids area going to school in a less safe/not great building. It was really helpful to see the number on student decline - this king of information really helps in future decision making.	yes
Winona	Millennial	Admin	Teacher & Staff	I'd be happy to help in any way I need to.	Yes

LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form Feedback

Community Engagement Meeting No. 1
May 26, 2022

Home City	Generation	Referral	Role	Something I'd Like to Say About My Experience	Task Force
	Gen X	News Letter Email	Parent		Yes
Lewiston	Millennial	Facebook	Parent		Yes
	Millennial	News Letter	Parent	The lack of resources for Hispanic kids in the school. The students still use ESOL as a time to receive help to get assignments done as I used to instead of using it to learn the language as a consequence, students do not learn the language. In Georgia, the school had a migrant class that was time and help from a teacher that they used for this purpose, aside from the ESOL class and that was very successful.	Yes
Lewiston	Millennial	News Letter	Parent		Yes
Lewiston	Gen X	Facebook	Parent		Yes
Utica	Baby Boomer	Mailing	Community Member		Yes
	Baby Boomer	Administration	Community Member		Yes
Altura	Baby Boomer	postcard/friend	Community Member	Always enjoy talking with other district members. This district has been part of my life forever - my mom graduated from this district before me. I spent 15 1/2 years on the board here and making tough decisions is difficult but sometime very necessary.	Yes
Rollingstone	Gen Z	Student Council	Student		No
	Gen X	Facebook	Community Member		No
Altura	Millennial	Facebook	Parent		No
Altura	Millennial	Facebook	Parent		
	Gen Z	Ms. Noll	Student		No
Minn City	Gen Z	volunteering	Student		No
Lewiston	Baby Boomer	school district	Teacher & Staff	Very difficult to see the PowerPoint. PSEO program is costly to the district esp. when so many fail and then the District is responsible for getting the credits plus still paying for the failed classes.	No
Minnesota City	Gen X	school	Teacher & Staff		No
Altura	Gen X	email & flyer	Parent		No
Altura	Millennial	mail, flyer, social media	Parent		No
Altura	Gen X	Post card	Community Member		No
Altura	Silent	Brochure	Community Member		No
Altura	Gen X	Facebook Group	Community Member		No

**LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form Feedback**

**Community Engagement Meeting No. 1
May 26, 2022**

Home City	Generation	Referral	Role	Something I'd Like to Say About My Experience	Task Force
	Gen X	School/Spouse	Parent		No
Lewiston	Baby Boomer	email from school	Teacher & Staff	I felt a positive energy in the room	No
Lewiston	Baby Boomer	social media/Lewiston News	Community Member	great turnout of all ages - appreciated, school board hiring outside agency to help	No
Rollingstone	Baby Boomer	form sent	Community Member		No
Lewiston	Gen X		Board & Administration	Enjoyed hearing feedback from community members	
Lewiston	Gen X	Board Meeting	Teacher & Staff		No
Rollingstone	Gen X	News from the Nest Mailing	Parent		No
Winona	Millennial	School	Teacher & Staff		No
Lewiston	Gen X	Board Meeting	Teacher & Staff		
Utica	Millennial		Parent		No
Lewiston	Millennial	Social Media	Community Member		No
	Gen X	Social Media	Parent	Informative, shines a light on current issues in the systems and the steps to take action to remedy this	No
	Gen X	an email from the school	Parent		No
Utica	Baby Boomer	Mailing	Community Member		
Lewiston	Baby Boomer	Daughter-in-law	Parent	Very interesting - learn a lot about what's needed for the school. Grandparent	No
Lewiston	Baby Boomer	Family	Parent	Grandparent	No
Lewiston	Millennial		Community Member		No
Altura	Millennial	school newsletter, Facebook	Parent	I appreciated the mixture of engaging audience through separating groups and small group discussion.	No
Altura	Millennial	Facebook	Parent		No
Altura	Gen X	Facebook	Parent		No
	Gen Z	TL	Parent	The people are Mid. Classes have a lot of students compared to my school. I have 8 people in my grade (10) and 13 in my class 2 in 11th and 3 in 12th. There are many of the same issues. I've heard that students are allowed their cell phones here which is not permitted at my school. I think it would be helpful to have them during class as long as students are not using them.	No
St. Charles	Gen X	FB, school email	Teacher & Staff		
	Millennial	Social Media	Parent		No

**LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form Feedback**

**Community Engagement Meeting No. 1
May 26, 2022**

Home City	Generation	Referral	Role	Something I'd Like to Say About My Experience	Task Force
	Millennial		Parent		No
Winona	Gen X	my daughter Tosie	Parent	I glad to have my daughter to Lewiston/Altura. I graduated from Lewiston High School in 1988. I live in Winona now. Very happy Lewiston is open/enrollment. I wish there was a pick-up in Winona for busing. Maybe the old shopko parking lot. Thanks, Rick R.	No
Lewiston	Gen X	news letter	Parent		No
Lewiston	Baby Boomer	email	Parent		No
Lewiston	Gen X	email from school	Parent	Interesting to learn about the school challenges & items we will face in the future	No
	Gen X	school	Parent	I don't feel that students are held accountable. They do not respect the teachers, staff, or each other. No one stops it. Offer classes that actually prepare the kids for the workforce. Bring back classes that teach actual skills needed in life. Stop grading on participation. Make the kids do the work and learn. No more feel good grading. Push kids to try & learn.	
	Gen X	wife	Parent	I see why funding schools isn't enough. This meeting was pointless. It was a feel good meeting no gain. <i>'redacted second comment due to comment regarding individual personnel'</i>	No
	Gen X	mailing/Facebook	Parent		No
Winona	Gen X	School FB	Parent	Survey people in district that opt out of LAHS as to why they are opting out.	
Lewiston	Gen X	Community Mailer	Parent		No
Lewiston	Gen X	Community Mailer	Parent	Thank you for hosting this meeting. For future meetings, less content on slides so content can be projected larger and be seen in the back. Thank you.	Yes

LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form Feedback

Community Engagement Meeting No. 1
May 26, 2022

Home City	Generation	Referral	Role	Something I'd Like to Say About My Experience	Task Force
Winona	Gen X	Facebook Event	Parent	Auditorium would be wonderful addition but if not possible, consider partnering with Saint Mary's University's Page Theater for performances of play etc. Agree with digital distractions/disrespect of students. Take phones out of classrooms - partner with parents, maybe more disciplinary action for disrespect. Support for new teachers to hope them succeed in the classroom - keep quality teachers.	Maybe
Rollingstone	Gen X	Post card	Community Member	This was a great meeting - thanks for sharing info and asking for feedback. Hoping this process can continue with community partnership. We have great teachers but the buildings are holding us back.	
Rollingstone	Gen X	The school	Teacher & Staff	I love teaching in my own community. It is a close community with lots of interrelated families.	No
Lewiston	Gen X	Admin Mtg	Teacher & Staff	Great to see such good attendance	No
Lewiston	Gen X	Admin Mtg	Community Member		No
Lewiston	Gen X	School	Teacher & Staff	This is good - thank you - keep it up. Engage the community with meetings and events like this. Yay!	
Lewiston	Gen X	some one	Parent	Did not now the High School was over capacity. This should have been seen before and built up.	No
Rollingstone	Gen X	email	Parent		No
Lewiston	Gen X	school via email	Parent	I appreciate the information and transparency about our district. Thank you for the opportunity to be involved.	No
	Gen X	email	Parent	Monolithic Dome = New building or addition	Yes
Lewiston	Gen X	Facebook	Community Member	The intermediate school seems to be building that needs more work and money put into it so it would be a cost savings to close that building. A positive with small class sizes is better student /teacher interaction and learning. Upgrade the elementary & high school for the future to continue drawing students /families. Small town benefits > safe community, great place to raise a family and town to live if working in Rochester or Lacrosse, the LA staff including administration, teachers, and other staff have done a great job in putting education of students first.	
Lewiston	Gen X	school & school board member	Parent	lots > will send email	Yes

**LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form Feedback**

**Community Engagement Meeting No. 1
May 26, 2022**

Home City	Generation	Referral	Role	Something I'd Like to Say About My Experience	Task Force
	Millennial	email	Parent	Our schools need money to be brought up to current student needs. I'm ready to support this with higher taxes. Ask this community for money, it will be supported. Unfortunately, it's time to close the Altura school.	No
	Gen X	post card	Parent	I would support a referendum. Work with city to develop new neighborhoods	Yes
Lewiston	Millennial	email from school	Parent		No
Lewiston	Millennial	school	Parent		No
Lewiston	Gen X	email from school	Parent		No
Altura	Baby Boomer	flyer	Community Member		
	Baby Boomer	elementary school	Community Member		No
	Gen X	elementary school	Community Member		
Peterson	Gen X	email, friend, flyer	Parent	Was informative- Wouldn't mind being on a task force but do not have a lot of time. Good discussion with the group.	No
Lewiston	Baby Boomer	email, post card, flyers, newsletter	Teacher & Staff	Went well, good feedback.	No
Lewiston	Millennial	mailed postcard	Parent		No
Winona	Millennial	email	Parent		No
Winona	Millennial	email	Parent	Currently open enroll 3 of5 kids at LA schools. We like the community feel of the school and the academic standards. Hoping at some point the district can work out a coop for boys & girls Ice Hockey so that my kids can attend LA in grades 9-12. I know there are more challenges (that impact more families). That is the only thing I wish I could change about the school	maybe
Winona	Millennial	Email	Parent	I open enroll 3 children in the district (from Stockton area). Choice school for rural families is an important way to maintain enrollment. I was a school administrator (Charter) in Winona and understand the financial future of this district & declining enrollment.	Maybe
Lewiston	Millennial	School advertisement	Parent	Another question I would like more information on is what options do our high school students have for college credits.	Maybe
Utica	Gen X	school	Parent		No
Lewiston	Gen Z	My mom	Community Member		No
Winona	Gen X	School Communications	Parent		No

LEWISTON-ALTURA PUBLIC SCHOOLS ISD #857
Attendee Sign-in Form - TASK FORCE

Community Engagement Meeting No. 1
May 26, 2022

	Last Name	First Name	Home City	Generation	Role	Task Force
1	Randall	Robin	Lewiston	Baby Boomer	Community Member	Yes
2	Flathers	Laura	Lewiston	Gen X	Teacher & Staff	Yes
3	Daley	Barb	Lewiston	Gen X	Teacher & Staff	Yes
4	Kennedy	Liza	Altura	Millennial	Teacher & Staff	Yes
5	Burfeind	Pat	Lewiston	Baby Boomer	Teacher & Staff	Yes
6	Hansen	Pam	Winona	Millennial	Parent	Yes
7	Jarvis	Anna	Winona	Millennial	Parent	Yes
8	Nusbaum	Laura	Winona	Millennial	Teacher & Staff	Yes
9	Nielson	Travis		Gen X	Parent	Yes
10	Gilow	Alicia	Lewiston	Millennial	Parent	Yes
11	Cavasos	Carlos		Millennial	Parent	Yes
12	Cavasos	Veronica	Lewiston	Millennial	Parent	Yes
13	Kennedy-Lee	Shawn	Lewiston	Gen X	Parent	Yes
14	Bartelson	Scott	Utica	Baby Boomer	Community Member	Yes
15	Power	Craig		Baby Boomer	Community Member	Yes
16	Ellinghuysen	Judy	Altura	Baby Boomer	Community Member	Yes
17	Nelson	Melissa	Lewiston	Gen X	Parent	Yes
18	Prigge	Danielle M.		Gen X	Parent	Yes
19	Oevering	Andrew	Lewiston	Gen X	Parent	Yes
20	Peterson	Andrew		Gen X	Parent	Yes
21	Wardwell	Carlyn	Winona	Gen X	Parent	Maybe
22	Wadewitz	Bret	Winona	Millennial	Parent	Maybe
23	Wadewitz	Katey	Winona	Millennial	Parent	Maybe
24	Gossen	Ashely	Lewiston	Millennial	Parent	Maybe

MINUTES OF THE LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING
ISD #857
May 9, 2022

A regular meeting of the School Board of Independent School District #857 was held on May 9, 2022. The Board members met in the High School Library and the public was able to view the meeting via ZOOM. Members Brummer, Koverman, Pringle, Maki, Meisch, Meyer, and Sommer were present.

Brummer called the meeting to order at 6:00pm. The Pledge of Allegiance was recited.

Motion by Meyer and second by Maki to approve the modified May 9th agenda with the changes of removing the Board Bills from the Consent Agenda. MCU.

A report from students was heard about high school activities.

Motion by Meyer and second by Sommer to approve the Consent Agenda. MCU.

Discussion was held on the Board Bills regarding the \$7,285.00 bill for April services from Kennedy & Graven, Chartered, the district's legal counsel. It was noted that a comparable amount has been paid monthly since February. The vast majority of these costs are due their work in responding to Requests for Public Data the superintendent has received. The Board was informed to anticipate comparable invoices for the next several months because of the number of requests received, primarily from one individual. No violations of policy or state laws have been found. Motion by Maki and second by Brummer to approve the Board bills. MCU.

Motion by Meisch, second by Pringle to approve the following policies on a 1st Reading: 706 Acceptance of Gifts, 208 Development of Policies, 305 Policy Implementation, 422 Policies Incorporated by Reference, 427 Workload Limits, 504 Student Dress and Appearance, 523 Policies Incorporated by Reference, 211 Criminal or Civil Action, 423 Employee-Student Relations, 519 Interviews of Students by Outside Agencies, 532 Use of Peace Officers and Crisis Teams, 702 Accounting, 721 Uniform Grant Guidance Policy regarding Federal Revenue Sources. MCU.

Motion by Pringle, second by Sommer to approve the following policies on a 2nd Reading: 203.6 Consent Agenda; 204 School Board Meeting Minutes; 205 Open Meetings and Closed Meetings; 701 Budget; 701.1 Modification of the District Budget; 703 Annual Audit; 720 Vending Machines. MCU.

Motion by Meyer, second by Koverman to approve a trip to Chicago/Gettysburg/Washington D.C., June 24-30, 2023 for next year's 9th, 10th, and 11th graders. MCU.

Superintendent Carman presented discussion information regarding the 2022-2023 budget.

PK-6 Principal Dave Riebel, 7-12 Principal Dr. Cory Hanson and Superintendent Carman presented reports.

Board Committee reports were discussed.

Motion by Koverman, seconded by Brummer to adjourn the meeting at 7:50pm. MCU.

Melissa Meisch, Clerk

Investment Summary

01/01/2022 - 05/31/2022

Lewiston-Altura Public Schools (250138)

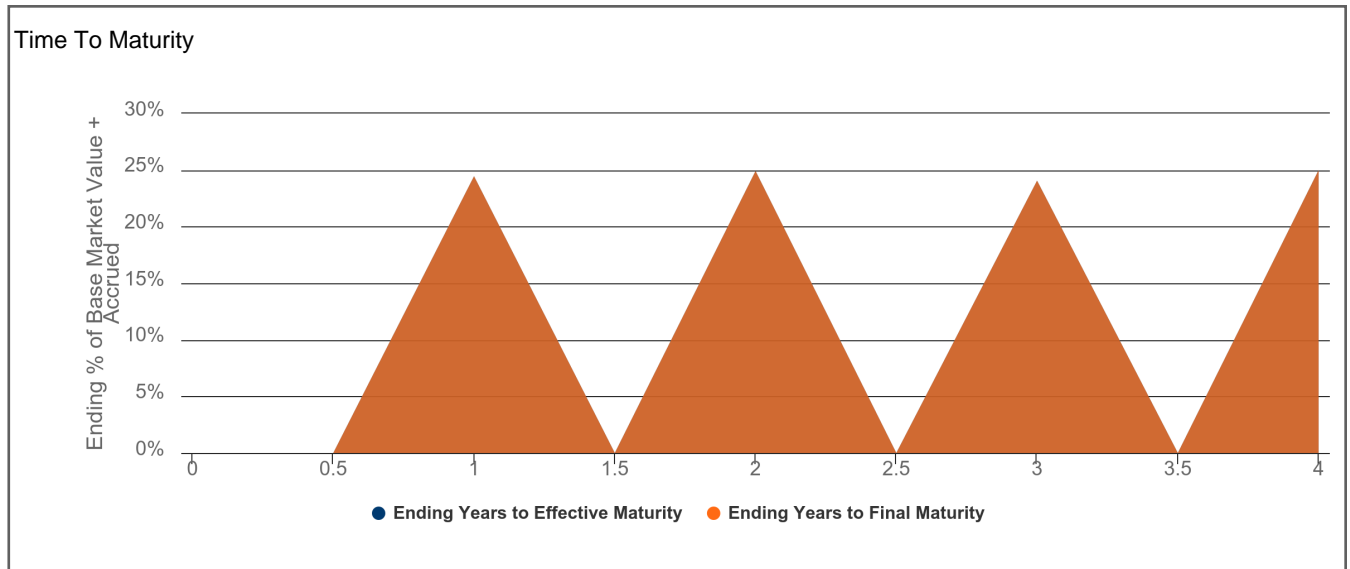
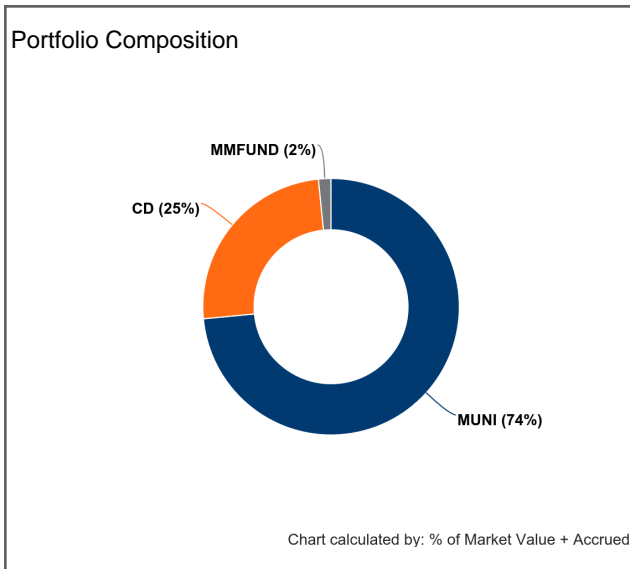
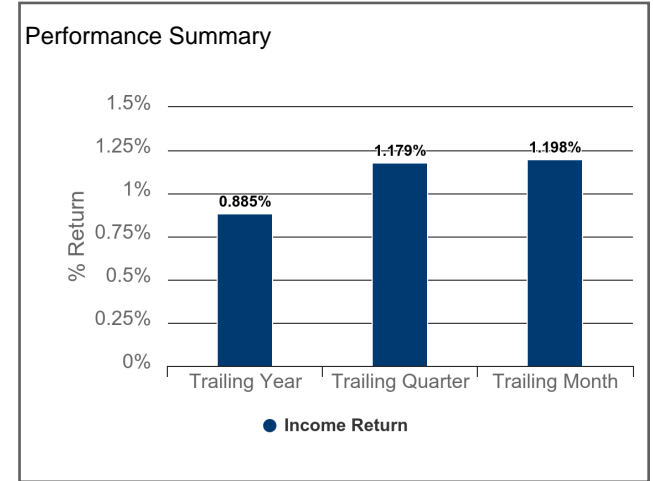
Dated: 06/07/2022

Portfolio Summary		<i>Portfolio</i>
Client	Lewiston-Altura Public Schools	
Custodian	TD Ameritrade	
Source Account	944642581	
Market Value	531,822.63	
Net Unrealized Gain/Loss	-23,439.99	
Market Value + Accrued	534,181.70	
Current Yield	2.64%	
Book Yield	1.17%	
Duration	2.34	
S&P Rating	AA	
Moody's Rating	Aa2	

Footnote: 1

GAAP Interest Income		<i>Portfolio</i>
Account	Lewiston-Altura Public Schools	
Interest/Dividend Received	7,048.05	

Footnote: 2



1: * Weighted by: Market Value + Accrued, except Book Yield by Base Book Value + Accrued. 2: * Weighted by: Ending Market Value + Accrued.

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the "Affiliates"): Ehlers & Associates, Inc. ("EA"), a municipal advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC"); Ehlers Investment Partners, LLC ("EIP"), an investment adviser registered with the SEC; and Bond Trust Services Corporation ("BTS"), holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

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Lewiston-Altura Public Schools
JUNE 2022 Board Bills

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	6240	N	Ag Partners Coop		100736	Credit	(205.27)	0.00	(205.27)	02/24/2022	02/24/2022	02/24/2022
							Check Amount:		(\$205.27)			
1	3128	R1	Amazon Capital Services	V212BD	101745	1DWT-1P3L-TG7K	461.30	0.00	461.30	06/01/2022	06/01/2022	06/01/2022
1	3128	R1	Amazon Capital Services	V212BD	101744	1VGJ-VQ7P-TRWG	116.06	0.00	116.06	06/01/2022	06/01/2022	06/01/2022
1	3128	R1	Amazon Capital Services	V212BD	101743	1LYY-F3GQ-RHCX	50.91	0.00	50.91	06/01/2022	06/01/2022	06/01/2022
1	3128	R1	Amazon Capital Services	V212BD	101742	1DWT-1P3L-Q6PW	28.98	0.00	28.98	06/01/2022	06/01/2022	06/01/2022
							Check Amount:		\$657.25			
1	00420	N	ARNOLD'S SUPPLY	V212BD	101730	651563	232.00	0.00	232.00	04/06/2022	04/06/2022	04/06/2022
1	00420	N	ARNOLD'S SUPPLY	V212BD	101732	652035	748.25	0.00	748.25	04/20/2022	04/20/2022	04/20/2022
1	00420	N	ARNOLD'S SUPPLY	V212BD	101731	652034	307.50	0.00	307.50	04/20/2022	04/20/2022	04/20/2022
1	00420	N	ARNOLD'S SUPPLY	V212BD	101738	651383	178.00	0.00	178.00	04/01/2022	04/01/2022	04/01/2022
1	00420	N	ARNOLD'S SUPPLY	V212BD	101733	651565	731.00	0.00	731.00	04/06/2022	04/06/2022	04/06/2022
1	00420	N	ARNOLD'S SUPPLY	V212BD	101729	651564	361.00	0.00	361.00	04/08/2022	04/08/2022	04/08/2022
1	00420	N	ARNOLD'S SUPPLY	V212BD	101739	651384	419.00	0.00	419.00	04/01/2022	04/01/2022	04/01/2022
							Check Amount:		\$2,976.75			
1	3400	N	BIO CORPORATION	V212BD	101718	1039054	34.00	0.00	34.00	05/26/2022	05/26/2022	05/26/2022
							Check Amount:		\$34.00			
1	6952	N	BOLTON & MENK, INC.	V212BD	101727	0290361	2,800.00	0.00	2,800.00	05/31/2022	05/31/2022	05/31/2022
							Check Amount:		\$2,800.00			
1	6953	N	BRUGGER, TROY	V212BD	101719	MAY22	96.00	0.00	96.00	05/17/2022	05/17/2022	05/17/2022
							Check Amount:		\$96.00			
1	6168	Y	Cintas	V212BD	101728	4121611904	52.55	0.00	52.55	06/07/2022	06/07/2022	06/07/2022
1	6168	Y	Cintas	V212BD	101726	4115454151	233.11	0.00	233.11	04/05/2022	04/05/2022	04/05/2022
							Check Amount:		\$285.66			
1	2789	N	Distributed Website Corp.		101565	65664	895.00	0.00	895.00	05/17/2022	05/17/2022	05/17/2022 *
							Check Amount:		\$895.00			
1	3174	Y	Excel Images Inc.	V212BD	101741	455317	618.25	0.00	618.25	05/18/2022	05/18/2022	05/18/2022
							Check Amount:		\$618.25			
1	5072	R1	FRONTLINE TECHNOLOGIES GRO		101589	INVUS15854122-2-3	10,238.46	0.00	10,238.46	07/01/2022	07/01/2022	07/01/2022
							Check Amount:		\$10,238.46			
1	3210	N	HBC	V212BD	101713	JUN22	1,438.26	0.00	1,438.26	06/02/2022	06/02/2022	06/02/2022
1	3210	N	HBC	V212BD	101734	JUN22	818.99	0.00	818.99	06/02/2022	06/02/2022	06/02/2022
							Check Amount:		\$2,257.25			

Misc. Materials

Custodial Supplies

Bleach Assess

Food Service

Absence Mgmt

Employment

Internet

Lewiston-Altura Public Schools
JUNE 2022 Board Bills

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	3737	N	Hiawatha Valley Ed District <i>Spec: Ed</i>	V212BD	101725	6520	12,970.66	0.00	12,970.66	06/01/2022	06/01/2022	06/01/2022
							Check Amount:		\$12,970.66			
1	2362	N	Kinstler, Scott	V212BD	101723	MAR22	100.00	0.00	100.00	05/10/2022	05/10/2022	05/10/2022
							Check Amount:		\$100.00			
1	6606	R1	Kuhn, Megan	V212BD	101720	MAY22	65.88	0.00	65.88	05/13/2022	05/13/2022	05/13/2022
							Check Amount:		\$65.88			
1	10141	N	KWIK TRIP	V212BD	101724	APR22	3,129.50	0.00	3,129.50	05/17/2022	05/17/2022	05/17/2022
							Check Amount:		\$3,129.50			
1	11260	Y	LEWISTON JOURNAL	V212BD	101737	57727	192.36	0.00	192.36	05/31/2022	05/31/2022	05/31/2022
1	11260	Y	LEWISTON JOURNAL	V212BD	101736	JUNE22	52.00	0.00	52.00	05/31/2022	05/31/2022	05/31/2022
							Check Amount:		\$244.36			
1	3571	N	MINNESOTA ENERGY RESOURCES	V212BD	101735	4164527973	2,958.09	0.00	2,958.09	06/02/2022	06/02/2022	06/02/2022
							Check Amount:		\$2,958.09			
1	12630	N	MOTOR PARTS & EQUIP	V212BD	101681	635687	302.86	0.00	302.86	05/17/2022	05/17/2022	05/17/2022
1	12630	N	MOTOR PARTS & EQUIP	V212BD	101680	639012	20.28	0.00	20.28	05/28/2022	05/28/2022	05/28/2022
1	12630	N	MOTOR PARTS & EQUIP	V212BD	101679	638507	949.67	0.00	949.67	05/26/2022	05/26/2022	05/26/2022
							Check Amount:		\$1,272.81			
1	6514	N	Peterson, Christine	V212BD	101740	MAY22	540.00	0.00	540.00	05/31/2022	05/31/2022	05/31/2022
							Check Amount:		\$540.00			
1	6222	Y	PowerSchool Group LLC	V212BD	101714	JUL22	6,135.42	0.00	6,135.42	07/01/2022	07/01/2022	07/01/2022
							Check Amount:		\$6,135.42			
1	6863	N	Pronschinske, Clayton	V212BD	101721	MAY22	21.77	0.00	21.77	05/02/2022	05/02/2022	05/02/2022
							Check Amount:		\$21.77			
1	18080	N	SCHILLING SUPPLY COMPANY	V212BD	101717	873770	545.06	0.00	545.06	05/24/2022	05/24/2022	05/24/2022
1	18080	N	SCHILLING SUPPLY COMPANY	V212BD	101716	873768	694.06	0.00	694.06	05/24/2022	05/24/2022	05/24/2022
1	18080	N	SCHILLING SUPPLY COMPANY	V212BD	101715	873692	197.52	0.00	197.52	05/19/2022	05/19/2022	05/19/2022
							Check Amount:		\$1,436.64			
1	18397	N	SOUTHEAST SERVICE COOPERAT	V212BD	101682	SINV000003868	405.00	0.00	405.00	05/26/2022	05/26/2022	05/26/2022
1	18397	N	SOUTHEAST SERVICE COOPERAT	V212BD	101712	01629-G9Q8H7	975.00	0.00	975.00	04/01/2022	04/01/2022	04/01/2022
							Check Amount:		\$1,380.00			
1	6860	N	Steele, Kaylee	V212BD	101722	MAY22	91.66	0.00	91.66	05/02/2022	05/02/2022	05/02/2022
							Check Amount:		\$91.66			

Script Cards

Trans. Maintenance

Um Ed

Schoolology

Custodial Paper Products

Young Authors Trng.

Lewiston-Altura Public Schools
JUNE 2022 Board Bills

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	6839	N	SUNBELT STAFFING	V212BD	101711	20413619	96.00	0.00	96.00	05/29/2022	05/29/2022	05/29/2022
							Check Amount:		\$96.00			
1	5876	N	Teachers on Call <i>Substitute teachers</i>	V212BD	101710	136799	2,241.99	0.00	2,241.99	06/03/2022	06/03/2022	06/03/2022
							Check Amount:		\$2,241.99			
							Report Total:		\$53,338.13			

*Does not meet minimum amount
**Exceeds maximum amount

Lewiston-Altura Public Schools
MAY 2022 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P211CK	63283		Check	1	5734	FUNK, ED		No	No	No	05/31/2022	30.00
001	P211CK	63284		Check	1	5912	Schell, Christopher		No	No	No	05/31/2022	55.00
001	p211ck	63204	72473	Check	1	3128	Amazon Capital Services		Yes	No	No	05/12/2022	449.62
001	p211ck	63207	72474	Check	1	5689	BARTHOLOMEW, JEFF		Yes	No	No	05/12/2022	86.00
001	p211ck	63212	72475	Check	1	6942	BLUUM OF MINNESOTA, LLC		Yes	No	No	05/12/2022	899.64
001	p211ck	63197	72476	Check	1	02178	CHATFIELD PUBLIC SCHOOLS		Yes	No	No	05/12/2022	275.00
001	p211ck	63199	72477	Check	1	1168	DOVER EYOTA SCHOOL DISTRICT		Yes	No	No	05/12/2022	125.00
001	p211ck	63206	72478	Check	1	3174	Excel Images Inc. \ <i>Rockstar Game Shirts</i>		Yes	No	No	05/12/2022	1,124.16
001	p211ck	63208	72479	Check	1	5734	FUNK, ED		Yes	No	No	05/12/2022	40.00
001	p211ck	63211	72480	Check	1	6923	GIBBS, JAMIE A.	Ind/Sole Proprietor	Yes	No	No	05/12/2022	20.00
001	P211CK	63196	72481	Check	1	5756	LEARNING A-Z		Yes	No	No	05/12/2022	5.00
001	p211ck	63203	72482	Check	1	2451	Lewiston Lions Club		Yes	No	No	05/12/2022	40.00
001	p211ck	63202	72483	Check	1	2303	MINNESOTA STATE COLLEGE-SOUTHE <i>PSEO</i>		Yes	No	No	05/12/2022	4,842.00
001	p211ck	63201	72484	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COMP.		Yes	No	No	05/12/2022	287.71
001	p211ck	63206	72485	Check	1	4810	MONSON, DARRELL		Yes	No	No	05/12/2022	86.00
001	p211ck	63200	72486	Check	1	1240	PLAINVIEW-ELGIN-MILLVILLE		Yes	No	No	05/12/2022	225.00
001	p211ck	63198	72487	Check	1	1005	RUSHFORD PETERSON SCHOOL DIST		Yes	No	No	05/12/2022	125.00
001	p211ck	63209	72488	Check	1	6530	Sikkink, Peyton		Yes	No	No	05/12/2022	30.00
001	p211ck	63210	72489	Check	1	6922	TIES, CRYSTAL	Ind/Sole Proprietor	Yes	No	No	05/12/2022	20.00
001	p211ck	63213	72490	Check	1	6943	WHALEY, MCCRAE		Yes	No	No	05/12/2022	96.00
001	P211CK	63215	72491	Check	1	2952	Eastwood Golf Course	Other	Yes	No	No	05/17/2022	250.00
001	P211CK	63216	72492	Check	1	4056	Preston Golf Club		Yes	No	No	05/17/2022	20.00
001	P211CK	63217	72493	Check	1	4057	Harmony Golf Club		Yes	No	No	05/17/2022	20.00
001	P211P3	63223	72494	Check	1	5594	ALTRA FEDERAL CREDIT UNION		Yes	No	No	05/17/2022	30.00
001	P211P3	63226	72495	Check	1	6406	Ameritas Life Insurance Corp		Yes	No	No	05/17/2022	96.72
001	P211P3	63222	72496	Check	1	4951	Bremer Bank		Yes	No	No	05/17/2022	300.00
001	P211P3	63218	72497	Check	1	11202	Education Minnesota - Lewiston-Altura <i>Union Dues</i>		Yes	No	No	05/17/2022	2,533.38
001	P211P3	63224	72498	Check	1	6265	HOME FEDERAL SAVINGS BANK		Yes	No	No	05/17/2022	42.50
001	P211P3	63227	72499	Check	1	6461	ISD 657 - Flex Plan Checking <i>Flex Payments</i>		Yes	No	No	05/17/2022	1,372.56
001	P211P3	63219	72501	Check	1	17090	MADISON NATIONAL LIFE		Yes	No	No	05/17/2022	527.32
001	P211P3	63221	72502	Check	1	4786	Merchants Bank <i>Pay Roll Related</i>		Yes	No	No	05/17/2022	580.00
001	P211P3	63225	72502	Check	1	6283	MinnWest Bank Group		Yes	No	No	05/17/2022	30.00
001	P211P3	63220	72503	Check	1	3545	Winona National Bank		Yes	No	No	05/17/2022	160.00
001		63239	72509	Check	1	3128	Amazon Capital Services <i>Misc Materials</i>		Yes	No	No	05/20/2022	1,475.00
001		63234	72510	Check	1	00420	ARNOLD'S SUPPLY		Yes	No	No	05/20/2022	1,680.00
001		63237	72511	Check	1	1638	FILLMORE CENTRAL		Yes	No	No	05/20/2022	15.12
001		63235	72512	Check	1	11260	LEWISTON JOURNAL		Yes	No	No	05/20/2022	148.74
001		63242	72513	Check	1	5956	MI Energy Cooperative <i>Electricity</i>		Yes	No	No	05/20/2022	9,841.24
001		63240	72514	Check	1	3571	MINNESOTA ENERGY RESOURCES <i>Spa/ers/Garage Gas</i>		Yes	No	No	05/20/2022	1,535.62

Lewiston-Altura Public Schools
MAY 2022 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	63241	72515	Check	1	4877		MINNESOTA Public Employees Insurance	Health Insurance	Yes	No	No	05/20/2022	36,098.78
001	63236	72516	Check	1	15189		PHILLIPS BUS SERVICE	Health Insurance	Yes	No	No	05/20/2022	910.00
001	63244	72517	Check	1	6815		Robertson Ryan & Associates, Inc. Insurance Prem.	Health Insurance	Yes	No	No	05/20/2022	8,263.81
001	63238	72518	Check	1	18332		SEMCAC Transportation		Yes	No	No	05/20/2022	192.00
001	63243	72519	Check	1	6543		Ties, Mitchel Scholarship		Yes	No	No	05/20/2022	500.00
001	63284	72520	Check	1	6737		A-1 Mobile Storage Service		Yes	No	No	05/25/2022	134.00
001	63254	72521	Check	1	15193		ALLSTATE PETERBILT GROUP	Transp	Yes	No	No	05/25/2022	9,231.75
001	63245	72522	Check	1	00420		ARNOLD'S SUPPLY Elem. Cleaning		Yes	No	No	05/25/2022	5,085.00
001	63256	72523	Check	1	2183		B & S Rentals Inc. Storage		Yes	No	No	05/25/2022	610.00
001	63259	72524	Check	1	2671	R1	CDW-Government		Yes	No	No	05/25/2022	32.46
001	63246	72525	Check	1	02178		CHATFIELD PUBLIC SCHOOLS		Yes	No	No	05/25/2022	125.00
001	63265	72526	Check	1	3254		Chester Pozanc Trucking & Exc. LLC		Yes	No	No	05/25/2022	136.18
001	63268	72527	Check	1	4459		CHILEDA INSTITUTE, INC. Student tuition		Yes	No	No	05/25/2022	5,719.86
001	63281	72528	Check	1	6168		Cintas		Yes	No	No	05/25/2022	572.06
001	63260	72529	Check	1	2707		City of Lewiston Water		Yes	No	No	05/25/2022	2,178.93
001	63257	72530	Check	1	2440		Culligan Water Services		Yes	No	No	05/25/2022	49.20
001	63253	72531	Check	1	1366		CUSTOMALARM		Yes	No	No	05/25/2022	128.00
001	63261	72532	Check	1	3174		Excel Images Inc.		Yes	No	No	05/25/2022	86.50
001	63274	72533	Check	1	5734		FUNK, ED		Yes	No	No	05/25/2022	30.00
001	63263	72534	Check	1	3210		HBC Internet		Yes	No	No	05/25/2022	2,263.50
001	63285	72535	Check	1	6802		Healy Awards, Inc		Yes	No	No	05/25/2022	134.37
001	63247	72536	Check	1	07141		HIGH PLAINS COOPERATIVE Transp. Fuel		Yes	No	No	05/25/2022	4,276.59
001	63273	72537	Check	1	5670		HORMAN, TODD		Yes	No	No	05/25/2022	110.00
001	63280	72538	Check	1	6158		Innovative Therapy Solutions, LLC Speech/OT		Yes	No	No	05/25/2022	8,575.50
001	63283	72539	Check	1	6537		Jacob, Mason Scholarship		Yes	No	No	05/25/2022	500.00
001	63249	72540	Check	1	10141		KWIK TRIP Fuel		Yes	No	No	05/25/2022	798.90
001	63277	72541	Check	1	5865		Loffler Companies - 131511 Copiers		Yes	No	No	05/25/2022	3,277.74
001	63275	72542	Check	1	5801		Midwest Bus Parts, Inc. Transp.		Yes	No	No	05/25/2022	826.70
001	63266	72543	Check	1	3571		MINNESOTA ENERGY RESOURCES HS Gas		Yes	No	No	05/25/2022	4,437.53
001	63264	72544	Check	1	3223		MINNESOTA HISTORICAL SOCIETY		Yes	No	No	05/25/2022	360.00
001	63250	72545	Check	1	12540		MISSISSIPPI WELDERS SUPPLY COMP. SHOP		Yes	No	No	05/25/2022	3,099.24
001	63270	72546	Check	1	4810		MONSON, DARRELL		Yes	No	No	05/25/2022	315.00
001	63251	72547	Check	1	12630		MOTOR PARTS & EQUIP		Yes	No	No	05/25/2022	62.49
001	63258	72548	Check	1	2555		National FFA Organization FFA		Yes	No	No	05/25/2022	765.50
001	63269	72549	Check	1	4800		Region 1A		Yes	No	No	05/25/2022	200.00
001	63262	72550	Check	1	3184		Rochester Telecom Systems, Inc		Yes	No	No	05/25/2022	6.10
001	63282	72551	Check	1	6530		Sikkink, Peyton		Yes	No	No	05/25/2022	30.00
001	63276	72552	Check	1	5804		St. Charles Park/Recreation Dept. Cardinal Club Summer		Yes	No	No	05/25/2022	720.00
001	63252	72553	Check	1	1350		ST. CHARLES PUBLIC SCHOOLS		Yes	No	No	05/25/2022	125.00

Lewiston-Altura Public Schools
MAY 2022 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
001		63286	72554	Check	1 6939		SUNBELT STAFFING		Yes	No	No	05/25/2022	336.00
001		63278	72555	Check	1 5876		Teachers on Call <i>Teacher Subs</i>		Yes	No	No	05/25/2022	5,257.10
001		63279	72556	Check	1 6019		The Hanover Insurance Group <i>Annual Premiums</i>		Yes	No	No	05/25/2022	68,295.07
001		63272	72557	Check	1 5318		The McDowell Agency, Inc.		Yes	No	No	05/25/2022	65.00
001		63267	72558	Check	1 4448		VERIZON WIRELESS		Yes	No	No	05/25/2022	321.40
001		63248	72559	Check	1 08089		WABASHA-KELLOGG SCHOOLS # 811		Yes	No	No	05/25/2022	145.00
001		63271	72560	Check	1 4817	R1	WEIAND, PETE		Yes	No	No	05/25/2022	181.00
001		63255	72561	Check	1 1883		XGEL ENERGY <i>Electricity</i>		Yes	No	No	05/25/2022	1,592.93
001	P211CK	63288	72562	Check	1 3172	R1	Hy-Vee Accounts Receivable <i>Good Clubbr Wrestling</i>		Yes	No	No	05/25/2022	915.88
001	P211CK	63290	72563	Check	1 4085		IEA, INC <i>Facility Consultations</i>		Yes	No	No	05/25/2022	866.57
001	P211CK	63289	72564	Check	1 3267	R1	INNOVATIVE OFFICE SOLUTIONS, LLC <i>Misc. Supplies</i>		Yes	No	No	05/25/2022	65.54
001	P211CK	63287	72565	Check	1 1631		Minnesota Association of Agricultural Educ <i>FFA</i>		Yes	No	No	05/25/2022	512.00
001	P211CK	63291	72566	Check	1 4817	R1	WEIAND, PETE		Yes	No	No	05/25/2022	168.00
001	P211CK	63292	72567	Check	1 6946		Northern Hills Golf Course		Yes	No	No	05/27/2022	225.00
001	P211CK	63295	72568	Check	1 6938		Air Insanity <i>Field Try</i>		Yes	No	No	06/01/2022	1,260.00
001	P211CK	63296	72569	Check	1 6946		Northern Hills Golf Course		Yes	No	No	06/01/2022	25.00
001	P211P2	63302	72570	Check	1 5594		ALTRA FEDERAL CREDIT UNION		Yes	No	No	06/08/2022	30.00
001	P211P2	63305	72571	Check	1 6406		Ameritas Life Insurance Corp		Yes	No	No	06/08/2022	96.72
001	P211P2	63301	72572	Check	1 4951		Bremer Bank		Yes	No	No	06/08/2022	300.00
001	P211P2	63297	72573	Check	1 11202		Education Minnesota - Lewiston-Altura <i>Union Dues</i>		Yes	No	No	06/08/2022	2,533.38
001	P211P2	63303	72574	Check	1 6265		HOME FEDERAL SAVINGS BANK		Yes	No	No	06/08/2022	42.50
001	P211P2	63306	72575	Check	1 6461		ISD 857 - Flex Plan Checking <i>Flex Plan Payments</i>		Yes	No	No	06/08/2022	1,372.56
001	P211P2	63298	72576	Check	1 17090		MADISON NATIONAL LIFE		Yes	No	No	06/09/2022	527.32
001	P211P2	63300	72577	Check	1 4786		Merchants Bank <i>Pay Roll</i>		Yes	No	No	06/09/2022	605.00
001	P211P2	63304	72578	Check	1 6283	R1	MinnWest Bank Group		Yes	No	No	06/09/2022	30.00
001	P211P2	63299	72579	Check	1 3545		Winona National Bank		Yes	No	No	06/09/2022	160.00
001	P211CK	63318	72580	Check	1 2865		Bernard Bus Companies		Yes	No	No	06/08/2022	206.19
001	P211CK	63333	72581	Check	1 6948		BONOW, GARRETT		Yes	No	No	06/08/2022	30.00
001	P211CK	63322	72582	Check	1 5631	R1	BSN Sports, LLC <i>Storm</i>		Yes	No	No	06/08/2022	799.91
001	P211CK	63316	72583	Check	1 2549	R1	DECKER EQUIPMENT SCHOOL FIX		Yes	No	No	06/08/2022	439.81
001	P211CK	63326	72584	Check	1 6376		Ed Midwest LLC <i>Tech Services</i>		Yes	No	No	06/08/2022	4,895.00
001	P211CK	63328	72585	Check	1 6496		EDUCATORS BENEFIT CONSULTANTS		Yes	No	No	06/08/2022	121.28
001	P211CK	63327	72586	Check	1 6444		Gophermods, LLC <i>S Corporation</i>		Yes	No	No	06/08/2022	99.00
001	P211CK	63330	72587	Check	1 6891		Harter's Trash & Recycling Inc		Yes	No	No	06/08/2022	1,728.88
001	P211CK	63325	72588	Check	1 6106		Hennessy, Anna Christine <i>Ind/Sole Proprietor</i>		Yes	No	No	06/08/2022	60.00
001	P211CK	63313	72589	Check	1 07141		HIGH PLAINS COOPERATIVE <i>Transp. Fuel</i>		Yes	No	No	06/08/2022	6,949.50
001	P211CK	63320	72590	Check	1 3267	R1	INNOVATIVE OFFICE SOLUTIONS, LLC		Yes	No	No	06/08/2022	14.90
001	P211CK	63332	72591	Check	1 6947		JACTION PHOTOGRAPHY		Yes	No	No	06/08/2022	71.00
001	P211CK	63321	72592	Check	1 4845		KELLY, KRISTIN <i>Business Office</i>		Yes	No	No	06/08/2022	1,342.50

Lewiston-Altura Public Schools
MAY 2022 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P211CK	63323	72593	Check	1 5865	R1	Loffler Companies - 131511		Yes	No	No	06/08/2022	145.15
001	P211CK	63314	72594	Check	1 12540		MISSISSIPPI WELDERS SUPPLY COMP.		Yes	No	No	06/08/2022	44.14
001	P211CK	63334	72595	Check	1 6949		MUNDT, TANNER		Yes	No	No	06/08/2022	60.00
001	P211CK	63317	72596	Check	1 2555		National FFA Organization		Yes	No	No	06/08/2022	308.00
001	P211CK	63315	72597	Check	1 13260		NEUMANN OIL CO <i>Altura Bus Fuel</i>		Yes	No	No	06/08/2022	1,058.75
001	P211CK	63331	72598	Check	1 6939		SUNBELT STAFFING		Yes	No	No	06/08/2022	192.00
001	P211CK	63324	72599	Check	1 5876		Teachers on Call <i>Teacher Subs</i>		Yes	No	No	06/08/2022	4,947.84
001	P211CK	63319	72600	Check	1 3251		Todd's Refrigeration LLC		Yes	No	No	06/08/2022	200.00
001	P211CK	63329	72601	Check	1 6808		Umrh, David <i>Supermi bagge Trailer Rental</i>		Yes	No	No	06/08/2022	950.00
Bank Total:												\$241,069.84	
Report Total:												\$241,069.84	

Lewiston-Altura Public Schools
MAY 2022 Wire Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P211GK	63214		Wire	6916		AthletSports - <i>Umpires</i> <i>Referees</i>		No	No	No	05/17/2022	5,000.00
001	P211P3	63228		Wire	1053		MINNESOTA ELECTRONIC FUNDS		No	No	No	05/17/2022	8,085.24
001	P211P3	63229		Wire	1054		FEDERAL TAXES		No	No	No	05/17/2022	51,035.06
001	P211P3	63230		Wire	18600		MINNESOTA TEACHERS RETIREMENT.		No	No	No	05/17/2022	28,852.04
001	P211P3	63231		Wire	18610		Public Employers Retirement Association		No	No	No	05/17/2022	8,308.35
001	P211P3	63232		Wire	4373		ING		No	No	No	05/17/2022	2,387.82
001	P211P3	63233		Wire	6496		EDUCATORS BENEFIT CONSULTANTS		No	No	No	05/17/2022	8,540.25
001	P211P2	63307		Wire	1053		MINNESOTA ELECTRONIC FUNDS		No	No	No	06/08/2022	7,911.53
001	P211P2	63308		Wire	1054		FEDERAL TAXES		No	No	No	06/08/2022	49,807.14
001	P211P2	63309		Wire	18600		MINNESOTA TEACHERS RETIREMENT.		No	No	No	06/08/2022	28,915.50
001	P211P2	63310		Wire	18610		Public Employers Retirement Association		No	No	No	06/08/2022	7,578.73
001	P211P2	63311		Wire	4373		ING		No	No	No	06/08/2022	2,387.82
001	P211P2	63312		Wire	6496		EDUCATORS BENEFIT CONSULTANTS		No	No	No	06/08/2022	8,540.25

Payroll liabilities

Report Total:

\$217,149.73

Bank Total:

\$217,149.73

EMPLOYEE SERVICES SHARING AGREEMENT

This agreement (“Agreement”) is entered into effective as of effective as of the date of signing of this Agreement by and between Cotter Schools (“Cotter”), the Lewiston Altura Public Schools (“Lewiston”), and Vickie Speltz (“Employee”) (collectively the “Parties”).

WHEREAS, Lewiston employs Employee as its food service director;

WHEREAS, Lewiston is seeking to reduce costs and Cotter is seeking to obtain food service expertise;

WHEREAS, Cotter and Lewiston wish to share the services of Employee in exchange for payment by Cotter to Lewiston of a pro rata portion of Employee’s compensation;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, the Parties agree as follows:

1. Agreement Term.

- a. The term of this Agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier pursuant to the terms of this agreement.
- b. Upon mutual agreement of the Parties, this Agreement may be extended for up to two additional terms of one year each. Notice should be provided to Lewiston by Cotter by March 1st of each year.

2. Shared Services. Cotter and Lewiston agree to share the services of Employee as follows:

- a. Lewiston shall continue to employ Employee under the same terms and conditions of her current employment agreement with Lewiston, which may be amended from time to time;
- b. Employee shall dedicate approximately 60% of her work hours to Lewiston and approximately 40% of her work hours to Cotter. The Parties agree that the 60/40 split is approximate and may vary according to the needs of the Parties. The Parties agree to collaborate to establish a mutually beneficial schedule that considers the different school calendars of Lewiston and Cotter.
- c. Employee will perform the services of a food service director for Cotter and Lewiston.

3. Payment.

- a. Cotter agrees to reimburse Lewiston on a pro rata basis for work hours Employee dedicates to Cotter.
- b. Cotter shall reimburse Lewiston at the rate of \$37.83 per work hour. This amount includes all wages, mileage, benefits, and taxes paid to or on behalf of Employee.
- c. Employee shall continue to receive holiday time, PTO, and other benefits offered through Employee’s employment agreement with Lewiston. Cotter and Lewiston shall be responsible for their pro rata share of these benefits.
- d. Employee shall be responsible for tracking her work hours dedicated to Cotter. Employee shall submit an invoice of hours worked for Cotter to Lewiston’s business office by the 5th of each month. Lewiston shall provide a copy of Employee’s invoice to Cotter for verification.

- e. The invoice shall be paid by Cotter within 30 days of receipt.
4. Training and Background Check.
- a. Employee shall undergo a background screening conducted by Cotter within 30 days of the signing of this Agreement. Cotter's obligations under this Agreement are contingent upon a satisfactory background screening by Employee.
 - b. Employee shall complete Cotter's Virtus Safe Environment requirements within 30 days of the signing of this Agreement.
5. Oversight. During the times that Employee performs work for Cotter, the Parties agree that Cotter has the authority to direct and oversee the work performed by Employee. During the time that Employee performs work for Lewiston, the Parties agree that Lewiston has the authority to direct and oversee the work performed by Employee. Cotter agrees that it shall report to Lewiston any and all personnel issues relating to Employee so that Lewiston may take any necessary and appropriate actions pursuant to its policies.
6. Termination. Cotter or Lewiston may terminate this Agreement upon a material breach of its terms. In the event of an alleged material breach, a Party shall deliver to the allegedly non-performing party a written request to perform or remedy the alleged breach clearly stating the nature of the breach. The allegedly non-performing party shall then have thirty (30) days to cure the alleged breach (the "cure period"). If the breach is not cured within the cure period, termination will be effective at the conclusion of the cure period. The failure of a party to give, or delay in giving, notice of a material breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed pursuant to the Agreement.
7. Mutual Hold Harmless.
- a. It is agreed that Cotter shall defend, hold harmless, and indemnify Lewiston and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Cotter and/or its officers, employees, agents, and servants.
 - b. It is agreed that Lewiston shall defend, hold harmless, and indemnify Cotter and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Lewiston and/or its officers, employees, agents, and servants.
8. Merger Clause. This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by reference, constitutes the sole agreement of the Parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations

between the Parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement of the Parties.

9. **Severability.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
10. **Amendments.** This Agreement may be altered, extended, changed, or amended in writing by mutual agreement of the Parties when dated and attached hereto without altering the other terms of this Agreement.
11. **Force Majeure.**
 - a. In the event that performance of any terms or provisions hereof (other than obligations to make payments that have become due and payable pursuant to this Agreement) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, pandemic, epidemic, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent (“Force Majeure Event”), the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
 - b. The Parties acknowledge that this Agreement will be executed during the worldwide viral outbreak known as the Coronavirus pandemic. The Parties agree that any delay in operations, or future shutdown of operations, as a result of the Coronavirus pandemic will qualify as a Force Majeure Event and thus will be subject to all the provisions above.
12. **Assignment.** None of the Parties may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of all Parties, which consent shall not be unreasonably withheld.
13. **Notice.** Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by overnight courier, by facsimile, by email or by United States certified mail, postage prepaid with return receipt requested, addressed to the Parties as follows or to such other persons or places as either of the Parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal or courier delivery or on the day of deposit in the United States mail

as provided above, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

Cotter Schools
Attention: Pamela Kimber, CFO
1115 West Broadway Street
Winona, MN 55987

Lewiston Altura Public Schools
Attention: Gwen Carman, Superintendent
Lewiston-Altura School District #857
100 Cty Road 25
Lewiston, MN 55952

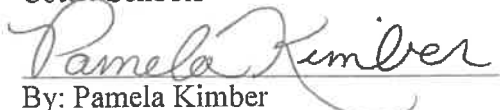
Vickie Speltz, Food Service Director
Lewiston-Altura School District #857
100 Cty Road 25
Lewiston, MN 55952

14. Signatures. Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of all the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

15. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota, without giving effect to its choice of law principles.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf.

Cotter Schools


By: Pamela Kimber

Its Vice President of Finance and CFO

Dated this 1st day of June 2022.

Lewiston Altura Public Schools

By: Gwen Carman
Its Superintendent

Dated this ___ day of _____ 2022.

Employee

Vickie Speltz

Dated this ___ day of _____ 2022.

SEMUPC South East Minnesota United Purchasing Coop

AGREEMENT OF UNDERSTANDING AND JOINT POWERS AGREEMENT

I. PURPOSE

The purpose of this agreement is to establish a method by which participating districts may join together in cooperative purchasing and to ensure the commitment of each participating district. Further, this agreement shall provide an understanding of the contracting process and the responsibilities of the participants.

II. MISSION AND GOALS

A. Mission Statement

The mission of SEMUPC is to provide value via reduced costs and improved services to its participating districts through voluntary purchasing of food and supplies.

B. Goals

- Maximize cost savings and reduce administrative costs
- Standardize specifications and consolidate requirements to encourage product availability and market competition
- Develop quality assurance standards
- Ensure quality distribution of food and supplies to contract participants.

III. AUTHORIZATION

By executing this agreement, each participating district is certifying that it is authorized to enter into this agreement pursuant to applicable laws, rules and regulations. The designated individual executing this agreement certifies that he or she has the authority to represent his or her district and is authorized to commit his or her district on matters related to the business of SEMUPC.

IV. ORGANIZATION AND OPERATION

A. Membership and Participation

SEMUPC membership (the membership) is comprised of participating districts. Other districts may join this agreement as a Member by obtaining authority from its governing body and signing this agreement, with the concurrence of the current members. Membership must be initiated well before the beginning of the upcoming fiscal year (July).

Participation in SEMUPC is voluntary. Participation shall continue until termination occurs by the participating district or the SEMUPC membership.

B. Organization

The SEMUPC organization shall consist of a ~~“contract administrator”~~ **Coop Facilitator** appointed from the participating members. Each district will have the opportunity to serve as the ~~“contract administrator”~~ **Coop Facilitator** ~~for a one-year term on a rotating basis.~~

C. Business Meeting

The meeting of the representatives of the membership of SEMUPC shall be conducted on a monthly basis or on an as-needed basis as determined by the “contract administrator.” On matters brought to a vote by the “contract administrator,” each participating district present shall have equal voting rights. Voting members must possess the authority to commit the district they represent.

V. RFP DUTIES

A. ~~Contract Administrator~~ **Business Managers**

~~The “contract administrator,” which, on the behalf of all participating districts~~ **The Business Managers representing all participating school districts** shall:

- **With input from Food Service Directors**, develop a procurement plan, including the time schedule, specifications, use description and the preliminary solicitation/contract documents;
- Issue the solicitation for the RFP;
- Receive the RFPs;
- Coordinate any necessary solicitation evaluation;
- Issue all contract amendments or contract cancellations, if required;
- Provide copies of contract documents if requested.

B. Participating Districts

Participating districts shall participate in the evaluation of proposals and provide recommendations for the award of the RFP.

VI. JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is made and entered into by and between:

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
- Independent School District #195 Randolph School District
- Independent School District #256 Red Wing
- Independent School District #239 Rushford-Peterson
- Independent School District #255 Pine Island

- Independent School District #858 St. Charles
- Independent School District #2805 Zumbrota-Mazeppa
- Cotter Schools (Winona Catholic Schools)

and pursuant to the provisions of Minnesota Statutes 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually; and WHEREAS,

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
- Independent School District #195 Randolph School District
- Independent School District #256 Red Wing
- Independent School District #239 Rushford-Peterson
- Independent School District #255 Pine Island
- Independent School District #858 St. Charles
- Independent School District #2805 Zumbrota-Mazeppa
- Cotter Schools (Winona Catholic Schools)

desire to make available to each party the administrative and financial benefits of cooperative purchasing with respect to common items used by the parties; and WHEREAS

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
- Independent School District #195 Randolph School District
- Independent School District #256 Red Wing
- Independent School District #239 Rushford-Peterson
- Independent School District #255 Pine Island
- Independent School District #858 St. Charles
- Independent School District #2805 Zumbrota-Mazeppa
- Cotter Schools (Winona Catholic Schools)

wish to combine their purchasing powers in order to secure the most favorable terms and conditions on the purchase of food, and supplies; THEREFORE, in instances where the parties agree it would be mutually advantageous, it is hereby agreed, by and between the parties hereto as follows: 1. After RFP's for joint purchases have been received by the designated district and a contract awarded to the most responsive bidder by the issuing party, each party to this agreement shall execute its own purchasing document with the contract vendor. 2. Each party shall be separately accountable for its own expenditures of public funds made hereunder. 3. None of the parties shall assume any responsibility for the accountability of funds expended by the other. 4. As mutually agreed upon, the parties may share the costs associated with the shared bidding process. 5. This agreement shall be in effect until rescinded by any party.

IN WITNESS WHEREOF,

- Independent School District #252 Cannon Falls
- Independent School District #533 Dover-Eyota
- Independent School District #253 Goodhue
- Independent School District #495 Grand Meadow
- Independent School District #857 Lewiston-Altura
- Independent School District #195 Randolph School District
- Independent School District #256 Red Wing
- Independent School District #239 Rushford-Peterson
- Independent School District #255 Pine Island
- Independent School District #858 St. Charles
- Independent School District #2805 Zumbrota-Mazeppa
- Cotter Schools (Winona Catholic Schools)

Have executed this agreement to be signed and approved by the proper officers of each of the contracting parties, on the dates written below.

This Agreement has been approved and adopted by the following Members:

Cannon Falls School District

Date

Dover-Eyota School District

Date

Goodhue School District

Date

Grand Meadow School District

Date

Lewiston – Altura School District

Date

Randolph School District

Date

Red Wing School District

Date

Rushford-Peterson School District

Date

Pine Island School District

Date

St. Charles School District

Date

Zumbrota-Mazeppa School District

Date

Cotter Schools (Winona Catholic Schools)

Date

Updated 5-20-22



CliftonLarsonAllen LLP
2689 Commerce Drive Northwest, Suite 201
Rochester, MN 55901-2263

phone 507-280-2300 fax 507-280-2339
CLAconnect.com

May 31, 2022

School Board and Management
Independent School District No. 857
P.O. Box 741
Lewiston, MN 55952

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Independent School District No. 857 (“you,” “your,” or “the District”) for the year June 30, 2022.

Craig Popenhagen is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Independent School District No. 857, as of and for the year ended June 30, 2022, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the District’s basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis.
2. Budgetary comparison schedules.
3. GASB-required supplementary pension, OPEB, and infrastructure information under modified reporting.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards (if needed)
2. Combining fund financial statements
3. Uniform Financial Accounting and Reporting Standards Compliance Table

The following supplementary information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors’ report will not provide an opinion or any assurance on that information:

1. List of Elected Officials



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, related notes, and RSI.
- Preparation of supplementary information.
- Preparation of adjusting journal entries, if any.
- Prepare the Data Collection Form.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for School Districts*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the District's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition
- Complex accounting requirements for recording revenues.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the District's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the District's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the District's federal programs; identifying and ensuring that the District complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the District's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on [Date].

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the District's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the District's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, related notes, and RSI in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and RSI is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and RSI and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, and RSI prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements, schedule of expenditures of federal awards, and RSI.
- We will prepare a draft of your supplementary information. Since the preparation of the supplementary information in accordance with the applicable criteria is your responsibility, you will be required to review, approve, and accept responsibility for the supplementary information prior to its issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on the supplementary information.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the Data Collection Form. Management is responsible to review for completeness and accuracy before submitting to the Federal Audit Clearing House.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately August 22, 2022, or other agreed-upon date.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the District to any persons without the authorization of District management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for the financial statement audit will be \$19,900 and \$3,000 per federal program needing to be audited for Uniform Grant Guidance (single audit), including entering the information in the Data Collection Form SF-SAC and creating the single audit reporting package. We will also bill for expenses (including travel, other costs such as report production, word processing, postage, etc., and internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Total cost should approximate \$20,895 for the financial statement audit (audit fee of \$19,900, plus the technology fee of \$995) and \$3,150 per federal program audited (\$3,000, plus technology fee of \$150). The above fees do not include implementation for GASB Statement No. 87, *Leases*.

These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimates. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have

not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that the District and CLA have entered into a HIPAA Business Associate Agreement (BAA) dated July 7, 2021.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Craig W. Popenhagen, CPA
Principal
Ph. 507-280-2327
Craig.popenhagen@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Independent School District No. 857.

Authorized governance signature: _____

Title: School Board _____

Date: _____

Authorized management signature: _____

Title: Management _____

Date: _____



**2022-2023 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of Lewiston-Altura High School, County of Winona, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high schools listed below (name all high schools under your governing board):

Lewiston-Altura High School

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. Make new application for membership in the Minnesota State High School League; School Enrollment (grades 9-12):
OR;
 Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____

District/School Office Address: 100 Co Rd 25, Lewiston, MN 55952

Head of School/Superintendent's Phone: 507-522-3401

Head of School/Superintendent's Email: gcarman@lewalt.k12.mn.us

This form must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2022. Retain one copy for the school files.

2022-2023 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2022-2023 Form on the League website once for each high school under your governing board.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

- Designated School Board Member
- Designated School Representative

208.02 ACTIVITY REPRESENTATIVES

- Boys Sports
- Girls Sports
- Speech
- Music

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

- Board Member
- Student
- Parent
- Faculty Member

MAILING REPRESENTATIVE

By signature on the first page, I have verified that all required representatives above have been entered electronically on the MSHSL Resolution for Membership 2022-2023 Form.

RESOLUTION FOR GENERAL ELECTIONS

RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 857, State of Minnesota as follows:

(a) 1. It is necessary for the school district to hold its general election for the purpose of electing 3 (three *) school board members for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. Odd Year: The general election is hereby called and directed to be held on Tuesday, the 8th day of November 2022, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

3. Odd Year: Pursuant to Minnesota Statutes, Section 205A.11, the school district combined polling places and the precincts served by those polling places, as previously established and designated by school board resolution for school district elections not held on the day of a statewide election, are hereby designated for said general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Personnel data" means data on individuals collected because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor:
- B. Personnel data on current and former employees that is "public" includes:
 - Name; actual gross salary; salary range; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; job title; bargaining unit; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the terms of any agreement settling any dispute

arising out of the employment relationship, including a superintendent buyout agreement, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; honors and awards received; payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data; and city and county of residence.

- C. Personnel data on current and former applicants for employment that is "public" includes:
Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data on applications for election or appointment to a public body, including a school board, are public. That data includes: name; city of residence; education and training; employment history; volunteer work; awards and honors; and prior government service or experience.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. 122A.40, Subd. 14 (Teachers discharge hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. 471.705, Subd. 1d. (not public data).
 - 4. right to a private hearing for coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. 122A.33, Subd. 3.

- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. 121A.47, Subd. 5 (Student dismissal hearing);
 2. right to privacy of educational data, Minn. Stat. 13.32 (Educational Data); 20 U.S.C. 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363 (Minnesota Human Rights Act).

V. RIGHTS OF THE PUBLIC

All citizens of the school district have a right to an opportunity to be heard and to have complaints considered and evaluated by the school board, within the limits of the law and this policy and subject to reasonable time, place and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. 13.43, Subd. 2 (Public data).

VI. PROCEDURES

- A. Agenda items.
1. Citizens who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The citizen should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed. A form for placing School Board Agenda Items on the agenda is available in all school offices and faculty rooms.
 2. Citizens who wish to address the school board on a particular subject may speak during the discussion of that item.
 3. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
 4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
 5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered

in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

B. Complaints.

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

C. Open Forum

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

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. 13.09)

- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat.13.09)

Adopted: April 9, 2001

Revised: May 8, 2006

Revised: January 27, 2015

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. 121A.47, Subd. 5 (Student dismissal hearing)
Minn. Stat. 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. 122A.40, Subd. 14 (Teacher discharge hearing)
Minn. Stat. 122A.44 (Contracting with teachers)
Minn. Stat. 123B.02, Subd. 14 (Employees; contracts for services)
Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
Minn. Stat. 471.705 (Open Meeting Law)
Minn. Stat. 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Model Policy 207 (Public Hearings)
MSBA Model Policy 406 (Public and Private Personnel Data)
MSBA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual Chapter 3 (A. - F.) (School Board Meetings)
MSBA Service Manual Chapter 13, School Law Bulletin "I"(School Records-Privacy-Access to Data)

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

- A. The purpose of this policy is to protect disabled students from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need special services, accommodations, or programs in order that such learners may receive the required free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Disabled students who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. It is the responsibility of the school district to identify and evaluate learners who, within the intent of Section 504, need special services, accommodations, or programs in order that such learners may receive the required free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
1. has a physical or mental impairment that substantially limits one or more major life activities, or
 2. has a record of such impairment; or
 3. is regarded as having such impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions, or comments should contact the principal at the Elementary and Intermediate schools or the principal at the High School. These individuals are the school district's American's with Disabilities Act/Section 504 Coordinators. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Adopted:	December 13, 1999
Revised:	March 13, 2006
Revised:	December 14, 2009
Revised:	January 9, 2012
Revised:	July 8, 2019

Legal References: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Implementing Regulations)

Cross References: MSBA Model Policy 402 (Disability Nondiscrimination)

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

It is a primary principle of this nation that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school district's authority to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools, and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

- B. Raising Funds
 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
 2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
 3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

- C. Property
 1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
 2. The school district shall manage its property in a manner consistent with the educational functions of the district.
 3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
 4. School district officials hold school property as trustees for the use and benefit of students, taxpayers and the community.

- D. Contracts
 1. The school district is empowered to enter into contracts in the manner provided by law.
 2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. 465.71 or other applicable law.
 3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
 4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

- E. Textbooks, Educational Materials, and Studies
 1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
 2. The school district shall establish and apply the school curriculum.

- F. Actions and Suits

The school district has authority to sue and to be sued.

Adopted: June 19, 2000

- Legal References: Minn. Const. art. 13, 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. 465.035 (Conveyance or Lease of Land)
Minn. Stat. 465.71; 471.345; 471.6161; 471.64 (rights, powers, duties of political subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)
- Cross References: MSBA Model Policy 201 (Legal Status of School Board)
MSBA Model Policy 603 (Curriculum Development)
MSBA Model Policy 604 (Instructional Curriculum)
MSBA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA Model Policy 705 (Investments)
MSBA Model Policy 706 (Acceptance of Gifts)
MSBA Model Policy 801 (Equal Access to Facilities of Secondary Schools)
MSBA Service Manual, Chapter 3, Employee Negotiations
MSBA Service Manual, Chapter 13, School Law Bulletin "F" (Contract and Bidding Procedures)

103 COMPLAINTS - STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

Adopted: June 19, 2000

Revised: May 8, 2006

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/ Complaints about Persons at School Board Meetings and Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records-Privacy-Access to Data)

304 SUPERINTENDENT CONTRACT, DUTIES AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as model instruments.

Adopted: April 9, 2001

Legal References: Minn. Stat. 123B.143 (Superintendent)

Cross References: MSBA Service Manual, Chapter 5, School Board-Staff Relationships (See Model Contract and Appraisal)

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines “sexual orientation” to include “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness.” Minn. Stat. § 363A.03, Subd. 44.]

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. It is the responsibility of every school district employee to follow this policy.
- E. Any person having any questions regarding this policy should discuss it with the Superintendent of Schools.

Adopted: December 13, 1999

Revised: November 13, 2018

Legal References: Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
29 U.S.C. 621 et. seq. (Age Discrimination in Employment Act)
29 U.S.C. 2615 (Family and Medical Leave Act)
38 U.S.C. 4301 et seq. (Vietnam Era Veterans' Readjustment Assistance Act)
38 U.S.C. 4211 et. seq. (Veterans' Reemployment Rights Act)

42 U.S.C. 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. 12101 et seq. (Americans with Disabilities Act)

Cross References: MSBA Model Policy 402 (Disability Nondiscrimination)
MSBA Model Policy 405 (Veteran's Preference)
MSBA Model Policy 413 (Harassment and Violence)

403 DISCIPLINE, SUSPENSION AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DISCIPLINE

A. Violation of School Laws and Rules.

1. The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:
 - a. policies of the school district;
 - b. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
 - c. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance.

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

C. Misconduct.

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

- a. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
- b. neglect of duty;
- c. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
- d. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
- e. violation of the rights of others as provided by federal and state laws related to human rights.
- f. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
- g. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
- h. falsification of credentials and experience;
- i. unauthorized destruction of school district property;
- j. violation of the "Code of Ethics for Minnesota Teachers" as established by the Minnesota Board of Teaching or the DCFL Rule "3512.52 Code of Ethics for School Administrators" or community standards for ethics as it relates to other school district employees;
- k. immoral or otherwise inappropriate conduct which is detrimental to the employee's effective performance of his/her duties and/or hinders the effective operation of the school district's educational programs.

IV. FORMS OF DISCIPLINE

- A. The forms of discipline that may be imposed by the school district include, but are not limited to:
 1. oral warning;
 2. written warning or reprimand;
 3. probation;
 4. disciplinary suspension, demotion or leave of absence with pay;
 5. disciplinary suspension, demotion or leave of absence without pay; and
 6. dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in paragraph A above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

- A. In an instance where any form of discipline is imposed, the employee's supervisor will:
1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time and nature of the oral warning.
 2. Provide directives to the employee to correct the conduct or performance.
 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
 5. Specify the expected level of performance or modification of conduct to be required from the employee.
- B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements where applicable.

Adopted: January 24, 2000

Legal References: Minn. Stat. 123.34, Subd. 9 (Superintendent)
Minn. Stat. 123.35, Subds. 5 and 6 (Employment and Discharge of Teachers and Employees)
Minn. Stat. 125.12 (Teachers)
Minn. Stat. 125.17 (Teacher Tenure)
Minn. Stat. 125.121 (Coaches)
Minn. Stat. 197.46 et. seq. (Veterans Preference Act)

Cross References: MSBA Service Manual, Chapter 5, School Board--Staff Relationships

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. 182.63, Subd. 2).

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Commissioner" means the Commissioner of Labor and Industry.
- B. "Routinely exposed" means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. "Hazardous substance" means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 - 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.
- D. "Harmful physical agent" means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes but is not limited to radiation, whether ionizing or nonionizing.

- E. "Infectious agent" means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which according to documented medical or scientific evidence causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
- F. "Blood borne pathogen" means a pathogenic microorganisms that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

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

V. TRAINING SCHEDULE

- A. Training will be provided to employees before beginning a job assignment as follows:
1. Any newly-hired employee assigned to a work area where he or she is determined to be "routinely exposed" under the guidelines above.
 2. Any employee reassigned to a work area where he or she is determined to be "routinely exposed" under the above guidelines.

Adopted: December 13, 1999
Revised: June 8, 2009
Revised: November 12, 2013

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

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

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

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

2. Federal Law

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

3. Personal Data

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

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Adopted: April 9, 2001
Revised: February 8, 2010

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

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

409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS AND CREATIONS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. NOTICE OF POLICY

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

Adopted: April 9, 2001
Revised: December 14, 2009

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

Cross References:

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 and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the Family and Medical Leave Act of 1993 (FMLA) and consistent with the requirements of the Minnesota Parenting Leave laws.

III. DEFINITIONS

A. "Covered Active duty" means:

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

B. "Covered service member" means:

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

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

met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered service member with a serious injury or illness.
- E. "Next of kin of a covered service member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member 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 service member, all such family members shall be considered the covered service member's next of kin, and the employee may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin.
- F. "Outpatient status" means, with respect to a covered service member who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;
 - 4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to fifteen (15) calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. “Veteran” has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave under Federal Law
1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted 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 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:
 - (i) 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 service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - (ii) 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
 - (iii) 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
- (iv) 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 twelve weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV. A.1.e. above.
 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
 8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
 9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
 10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, ~~or~~ parent or covered service member being on covered active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to

schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status 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 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.
 - C. An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or

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

D. Twenty-six-week Service member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. For purposes of this leave, the need to care for a service member 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 service member 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 service member 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 service member 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 twenty percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave

responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

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

VII. DISSEMINATION OF POLICY.

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Adopted:	April 9, 2001
Revised:	November 9, 2009
Revised:	May 26, 2015
Revised:	June 8, 2020

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

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

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

[Note: The Minnesota Human Rights Act defines “sexual orientation” to include “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness.” Minn. Stat. § 363A.03, Subd. 44.]

II. GENERAL STATEMENT OF POLICY

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

regard to public assistance, sexual orientation, including gender identity or expression, or disability and to discipline or take appropriate action against any student, teacher, administrator or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

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

any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

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

- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition.

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

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence

prohibited by this policy toward a student, teacher, administrator or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In each school building: the building principal is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building principal immediately. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building principal immediately. School district personnel who fail to inform the building principal of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed

directly with the superintendent or the school district human rights officer by the reporting party or complainant.

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

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

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

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

V. INVESTIGATION

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

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include,

but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and applicable school district policies and regulations.

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES.

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

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

Adopted: December 13, 1999
 Revised: May 8, 2006
 Revised: December 8, 2008
 Revised: May 26, 2015
 Revised: April 8, 2019

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

20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act) 29
U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross References:

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

INDEPENDENT SCHOOL DISTRICT NO. 857
RELIGIOUS, RACIAL OR SEXUAL HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 857 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____

Home Address _____

Work Address _____

Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

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

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

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

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

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

List any witnesses that were present _____

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

Complainant Signature: _____ Date _____

Received by: _____ Date: _____

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

- A. 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. It is the policy of the school district to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical care or other care

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

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the

facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

- G. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. §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 does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any non-accidental 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. § 609.09, 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 were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; or (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 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 Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- I. "School Personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.

- J. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, or 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 constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching and coaching.
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntary terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. Report must be given to the county in which the child resides. The reporter will include his or her name and address in the report.

- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff or local welfare agency or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or 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 who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the

authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

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

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Adopted:	May 16, 2001
Revised:	May 8, 2006
Revised:	February 8, 2010
Revised:	November 25, 2014
Revised:	October 25, 2016
Revised:	January 7, 2019
Revised:	June 8, 2020

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. §243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)

Minn. Stat. § 260C.007, Subd. ~~4~~6, Clause (5) (Child in Need of Protection)

Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)

Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)

Minn. Stat. § 609.02, Subd. 6 (Definitions-Dangerous Weapons)

Minn. Stat. § 609.341, Subd. 10 (Definitions-Position of Authority)

Minn. Stat. § 609.341, Subd. 15 (Definitions-Significant Relationship)

Minn. Stat. § 609.379 (Reasonable Force)

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)

Mandated Reporter Follow-up Report

Minnesota Statutes Section 626.556, Subdivision 3-9:

A person who knows or has reason to believe a child is being neglected or physically or sexually abused shall make an oral (verbal) report immediately in person or by phone. In Winona County call 507-457-6500.

****A written report must be sent within 72 hours of the verbal report.*

Mail Form To: Winona County Community Services
Attn: Intake
202 West 3rd Street
Winona, MN 55987

Or Fax Form To: 507-454-9381
Attn: WCCS Intake

Reporter's Information:

Reporter's Name:	Reported To:
Organization:	Date of Incident:
Address:	Date of Verbal Report:
City/State/Zip:	
Phone: Choose an item. Choose an item. Choose an item.	
Email (if applicable):	
Relationship to Victim:	

Parents Information:

Mother's Name:	Father's Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone: Choose an item. Choose an item. Choose an item.	Phone: Choose an item. Choose an item.
Date of Birth:	Date of Birth:
Employer:	Employer:

Sibling Information: *(List the victim's name first; then, list all of the other children in the household.)*

Name:	Date of Birth:	School/Grade:	Child's Primary Residence:
			Choose an item.
			Choose an item.
			Choose an item.
			Choose an item.
			Choose an item.
			Choose an item.
			Choose an item.

***If child's residence is "Other," list it here and note whose residence it is (e.g. Grandparent, Foster Parent, Sibling, etc.):**

Alleged Perpetrator:

Perpetrator's Name:	Phone: Choose an item.
Address:	Date of Birth:
City/State/Zip:	Employer:

Date Incident Occurred:

Type of Suspected Abused: Physical Sexual Neglect Other

Written Narrative:

Describe, *in detail*, what happened to the child.

*Include **when, where, how, why**, and a **description of any injuries**. List names and contact information of any other witnesses.

Where is(are) the child(ren) now?

Additional Information:

If an interpreter is needed to interview any of those involved, what language do they speak?

List any information about the family's strengths and capacities that you think might help ensure the child's safety and support the family to address the abuse or neglect concerns.

List any known immediate family member, relative, or community resource that would offer protection or support, include contact information if you have it.

Is there any other relevant information about the child, family, or caregivers that may be helpful to know such as physical, cognitive, medical, or emotional issues?

How does the child function – behavior, personality, special needs, etc.?

Do the parents or caretakers know about this report?

How will the parents or caregivers react to this report?

Who else did you contact?

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to fully comply with Minn. Stat. 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as

defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who is a resident or inpatient of a facility, who receives services at or from a licensed facility which serves adults, who receive services at or from a licensed home care provider or who regardless of residence or type of service received, is unable to adequately provide the person's own care or protect the person from maltreatment without assistance because of impairment of mental or physical function or emotional status.
- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the Minnesota Adult Abuse Reporting Center at 1-844-880-1574, which is open 24 hours a day, seven days a week.
- B. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data as defined under Minn. Stat. 13.02 to the extent necessary to comply with the above reporting requirements.
- C. 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.
- D. 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.
- E. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Adopted: May 16, 2001
Revised: December 14, 2020

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

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

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of the school district that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Student Assistant Team (SAT). The purpose of the SAT team is to discuss student performance at our schools. The SAT team's role in student discipline is to encourage early detection of behavior problems and develop proactive intervention plans.
- F. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

- G. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- H. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- I. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;

- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
- B. SCHOOL DISTRICT BEHAVIOR MANAGEMENT POLICY
 1. Mission Statement: The purpose of this policy is to assure a safe and caring environment for everyone.
 2. Lewiston-Altura Public Schools' expect that all people treat each other and each other's property with respect, dignity, common sense, and courtesy.
 3. Lewiston-Altura Cardinals Are:
 - a. Respectful
 - b. Responsible
 - c. Resourceful
- C. DISCIPLINE POLICIES EXPLANATIONS
 1. The school district discipline plan involves a range of interventions that may or may not be used to address student behavior issues including, but

not limited to: conferencing with the student and/or the student's parents, detention, restitution, learning opportunities, In School Suspension (ISS), Out of School Suspension (OSS), the involvement of law enforcement and possible expulsion from the school district.

2. The goal of all consequences will be to fit the offense and help the student learn from their mistake. Consequences will vary based on the severity of the behavior and will be progressive based on the history of the student's behavior involved. Consequences for inappropriate behavior will be determined by the school's principal.
3. If a student has ISS/OSS, he/she will not participate in any extra-curricular activities on the day it is served. If a student violates ISS rules and does not cooperate they will be assigned OSS. He/she is out of extra-curricular activities until after a successful re-entry conference and the student is reinstated in school. Band and choir activities are excluded for curriculum related activities such as concerts and pep band. MSHSL activities such as competitions, Honor Band, and Honor Choir are included.
4. Students will be given one-day advance notice of detention, and they are expected to notify their parents. The parents will receive a written notification of the offense, including the name of staff or teacher involved and the date detention was assigned. A student will not be excused from detention because of practice, game, work, lack of ride, etc. Students absent from school the day of their assigned detention will serve their time on the first day they return. Prior appointments (doctor, dental, or court), or funerals may be excused, but it must be pre-approved by the school's principal, who will decide when an alternate time will be scheduled.
5. Students who do not show up for detention, or do not follow the detention room rules and are asked to leave, may have additional hours added on to their time. All accumulated detention time must be served. Detention will be held after school, before school, during lunch, or on Saturday depending on the situation.

D. REASONABLE FORCE

A teacher, school administrator, school employee, school bus driver or other agent of a district may use reasonable force in compliance with Minnesota Statutes 121A.582 and other laws.

E. CLARIFICATION CONFERENCE

The student may request a clarification conference to review discipline decisions. Clarification Conference request forms are available at the high school office.

F. UNACCEPTABLE BEHAVIORS

The following lists provide examples of behaviors deemed unacceptable in our schools. This list is not meant to be all encompassing as there may be behaviors that are not listed that would still be considered unacceptable by our school district.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing

- a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
 19. Violation of any local, state, or federal law as appropriate;
 20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
 21. Violation of the school district's Internet Acceptable Use and Safety Policy;
 22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
 23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
 24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
 25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
 26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
 27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
 28. Possession or distribution of slanderous, libelous, or pornographic materials;
 29. Violation of the school district' Bullying Prohibition Policy;
 30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
 31. Criminal activity;
 32. Falsification of any records, documents, notes, or signatures;
 33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
 34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a

student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Secondary Procedures for Removal from Class
 1. Students removed from a class shall be directed by the teacher to report directly to the school office. If the student refuses to report to the office the principal shall be called to the classroom. Students removed from class shall be the responsibility of the principal or his/her designee.
 2. After a student has been removed from class the teacher will meet with the principal or his/her designee as soon as possible about the situation.
 3. Reinstatement to class will depend upon the severity and frequency of the inappropriate behavior. Reinstatement will normally include, but not be limited to, a conference involving the student, parents, principal, teacher, and/or other school personnel. The terms for instatement will be determined and must be completed before the student is allowed to return to class.

4. Teachers may decide to remove a student for the remaining part of one class period. The decision to remove a student for additional class periods will be made by the principal after conferring with the teacher.
 5. Students will be provided with alternative learning assignments for removals of more than one class period.
 6. Parents will be contacted by telephone or mail.
 7. Students removed from class will be provided the opportunity to discuss their concerns with faculty members or the principal at a time and place suitable to the circumstances.
 8. A student with an Individual Education Plan (IEP) will be provided the modifications and accommodations contained in his/her IEP.
- D. Elementary and Intermediate Procedures for Removal of a Student From Class
1. Each teacher / room is equipped with a red Crisis Team Help card. Crisis Team members are listed on the back of each card. Anyone, trusted students or staff, can use this card to summon the crisis team member who is in the closest proximity. The crisis team member has visual and verbal cues set up with neighboring staff members to cover their classrooms when assisting in a crisis situation.
 2. That crisis team member will arrive and assist the situation using Crisis Prevention Intervention (CPI) protocol. This begins with de-escalation strategies and progresses towards possible physical removal from class using CPI trained holds.
 3. If physical interventions are used, staff will fill out the Physical / Time Out Intervention Log to document the situation. This form is filled out by the staff member who is leading the restraint and is left with the principal.
- E. Responsibility for and Custody of a Student Removed from Class
1. Students who have been removed from class are to be brought to the office area or designated spot away from other students.
 2. Students are to be escorted by a member of the crisis team / and or staff members to the office area.
 3. Students will be involved in de-escalation activities while at the office area. Removal from privileges, in school suspension, and / or out of school suspensions are possible consequences. A student's parents will be notified in all situations. Parents will be asked to come and get a student when out of school suspension is needed. If parents are not available, police will be contacted to safely remove the student from the grounds and keep the student until parents are able to pick them up.
 4. If a student will be remaining at school, de-escalation activities will be put in place while in the office area. These may include explanation or time out sheets, apology letters or school work that can needs to be accomplished. Re – admission to class will be up to the discretion of the crisis team members and / or administration based on safety.
 5. Crisis team members and / or administration will determine who will monitor the student while removed from class.

- F. Elementary and Intermediate Procedures for Returning a Student to Class
 1. Crisis Team members and / or administration will determine if a student will be returned to class if a student demonstrates that they can safely rejoin their classmates.
 2. Parents of students who have served in school and out of school suspension will be involved in a proactive readmission plan for improved behaviors. Phone conversations and parent meetings may be used to create these plans.

- G. Elementary and Intermediate Notification Procedures
Crisis Team members and / or administration will contact parents by phone and /or parent meeting when their child has been removed from class. In the case of Out of School Suspension, a Notice of Suspension will be filled out and sent to parents.

- H. Special Provisions for Disabled Students
Procedures for removal from class will be consistent for all students unless specified by a student's IEP.

- I. Chemical Abuse Problems of Students While on School Premises
 1. Students using chemicals while on school premises are subject to disciplinary measures stated in Section VI.
 2. Teachers and other staff members are to report possible chemical use to the principal or counselor.
 3. The principal and counselor will refer students to the school's Chemical Abuse Preassessment Team.

VIII. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding, which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, except as may be provided in federal law for a student with a disability.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their students as a condition of readmission. School administration must not use refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is

in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

- c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See Form 506F sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date,

time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

IX. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the

admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

X. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XI. STUDENT DISCIPLINE RECORDS

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XII. EXPULSION OR EXCLUSION OF DISABLED STUDENTS

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement.

Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court.

XIV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner, as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XV. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Adopted:	May 9, 2005
Revised:	May 8, 2006
Revised:	June 11, 2012
Revised:	December 22, 2015
Revised:	May 23, 2017
Revised:	March 9, 2020

Legal References:

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
- Minn. Stat. § 120B.232 (Character Development Education)
- Minn. Stat. § 121A.26 (School Preassessment Teams)
- Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)

Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students with Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Student Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

512 SCHOOL SPONSORED STUDENT PUBLICATIONS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Expression and representations made by students in school publications are not an expression of official school district policy. Official school publications are free from prior restraint by officials except as provided by law. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in an official student publication may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications shall be under the supervision of a faculty advisor and the school principal. Official publications shall be subject to the guidelines set forth below.
 - 2. Official school publications may be distributed at reasonable time and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.
- B. "Official school publications" means school newspapers, yearbooks, or material produced in communications, journalism or other writing classes as a part of the curriculum.
- C. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
 3. In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- F. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

- A. Expression in an official school publication is prohibited when the material:
1. is obscene to minors;
 2. is libelous or slanderous;
 3. advertises or promotes any product or service not permitted for minors by law;
 4. encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
 5. expresses or advocates sexual, racial or religious harassment or violence or prejudice;
 6. is distributed or displayed in violation of time, place and manner regulations.
- B. Time, Place and Manner of Distribution

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

1. Time
Distribution shall be limited to the hours before the school day begins, during lunch hour, after school is dismissed, and any other time approved by administration.
2. Place
Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entryways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
3. Manner
No one shall induce or coerce a student or staff member to accept a student publication.

Adopted: January 8, 2004

Revised: April 13, 2020

Legal References: U.S. Constitution, Amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F.2d 747 (8th Cir. 1987)
Morse v. Frederick, 551 U.S. 393, 127 S.Ct. 2618, 168 L.Ed.2d 290 (2007)

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



Lewiston-Altura Public Schools

Independent School Dist. No. 857

100 County Road 25

Lewiston, MN 55952

(507) 523-2191

Jennifer Backer-Johnson, Superintendent

Cory Hanson, Interim High School Principal • Dave Riebel, Elementary Principal

Dear Lewiston-Altura Public School Volunteers,

The Safe and Supportive Schools Act requires all volunteers to complete a bullying/harassment training or informational session. Our school district is required to have a bullying prevention policy, which is school board policy 514. A complete version of the policy will be included with this document.

Policy Components

All students are prohibited from engaging in any act of bullying on school premises, school district property, at school functions or activities, or on school transportation. School policy also prohibits acts of cyberbullying that substantially and materially disrupt student learning or the school environment. Knowingly making a false report of bullying is prohibited.

What is Bullying?

“Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: 1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or 2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

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

Reporting

" A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to

address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action. A reporting link is available on each building's website or may be made to the building principal in person.

Retaliation

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

Lewiston-Altura Public Schools greatly appreciates the time you have offered as a volunteer. If you have any questions about our anti-bullying policy or your role as a volunteer, please contact the Building Principal.

Lewiston-Altura High School
Cory Hanson
507-522-3232
chanson@lewalt.k12.mn.us

Lewiston-Altura Elementary and Intermediate Schools
Dave Riebel
507-522-3213
driebel@lewalt.k12.mn.us

I acknowledge the receipt of the school district bullying policy and have reviewed and understand my role as a volunteer for Lewiston-Altura School District as outlined above and in school policy concerning prevention, identification and response to bullying that I may witness.

Printed Name

Signature

Date

***Please return this form to the building principal in the building in which you are volunteering. Once volunteer background checks have been received with this form, the principal will grant permission for the volunteer to be involved in district activities. ***

514 BULLYING PROHIBITION POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student, a group of students, is expressly prohibited on school premises, on school district property or at school functions or activities, or on school transportation. This policy applies not only to students and employees who directly engage in an act of bullying but also to students and employees who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student or employee being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.

- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
1. The developmental ages and maturity levels of the parties involved;
 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 3. Continuing patterns of behavior;
 4. The relationship between the parties involved; and
 5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on

behalf of a student who is the target or victim of prohibited conduct.

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

IV. REPORTING PROCEDURE

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

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

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in

conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students; or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s)

or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.

- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent ~~and~~ or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
 - G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the

data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Adopted:	November 14, 2005
Revised:	May 8, 2006
Revised:	December 8, 2008
Revised:	January 10, 2011
Revised:	November 25, 2014
Revised:	July 8, 2019
Revised:	April 13, 2020

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
 Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)

Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 – 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Videotaping on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

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

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

I. GENERAL STATEMENT OF POLICY

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

Dr. Cory Hanson
High School Principal
507-522-3232
100 County Road 25
Lewiston, MN 55952
chanson@lewalt.k12.mn.us

Alternate:
Mr. Dave Riebel
Elementary/Intermediate Principal
507-523-2191
115 Fremont Street South
Lewiston, MN 55952
driebel@lewalt.k12.mn.us

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

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

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for

which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed

against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).

L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides

appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

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

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

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

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

B. Objective and Unbiased Evaluation of Complaints

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

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- D. Confidentiality
The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).
- E. Right to an Advisor; Right to a Support Person
Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.
- A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.
- F. Notice
The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.
- G. Consolidation

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

H. Evidence

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

I. Burden of Proof

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

J. Timelines

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

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the

number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

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

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A

report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint .
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 - 5. A statement informing the parties of any code of conduct provision that

prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

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

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

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

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

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 - 2. The respondent is no longer enrolled or employed by the school district; or
 - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

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

IX. INVESTIGATION OF A FORMAL COMPLAINT

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

(if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

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

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 1. Identification of the allegations potentially constituting sexual harassment;
 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents

or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

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

XII. RETALIATION PROHIBITED

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

XIII. TRAINING

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

- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

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

XV. RECORDKEEPING

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

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

preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

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

Adopted:	December 13, 1999
Revised:	March 13, 2006
Revised:	January 9, 2012
Revised:	November 22, 2016
Revised:	August 27, 2020

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
 34 C.F.R. Part 106 (Implementing regulations of Title IX)

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

INDEPENDENT SCHOOL DISTRICT NO. 857
LEWISTON ALTURA

UNLAWFUL GENDER DISCRIMINATION OR HARASSMENT TOWARD A STUDENT

General Statement of Policy Prohibiting Unlawful Gender Discrimination or Harassment Toward a Student

Independent School District No. 857 maintains a firm policy prohibiting all forms of unlawful gender discrimination or harassment. All students are to be treated with respect and dignity. Unlawful gender discrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant

Home Address

Work Address

Home Phone _____ Work Phone _____

Date of Alleged Incident(s):

Name of person you believe unlawfully discriminated toward you or a student on the basis of gender:

If the alleged unlawful gender discrimination was toward another person, identify that person:

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

Where and when did the incident(s) occur:

List any witnesses that were present:

This complaint is filed based on my honest belief that _____ has unlawfully discriminated against me or a student on the basis of gender. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by: _____

524 TECHNOLOGY ACCEPTABLE USE POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable use of the Internet including electronic communications. The intent of this policy is to clarify computer/technology use rights and responsibility for the Lewiston-Altura Schools and the computer/technology users.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and to the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use. Additionally, students shall not record other people (staff, students, etc.) without their knowledge and consent, i.e. – Angel Sense, during the school day or during any school sponsored activity.

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening,
 - c. disrespectful, or sexually explicit language;
 - d. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - e. information or materials that could cause damage or danger of disruption to the educational process;
 - f. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
 4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district system's security, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information, and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks including, but not limited to, social networks such as “MySpace” and “Facebook”.
7. Users must keep all account information and passwords on file with the designated school_district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using

any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

- A. Lewiston-Altura Public Schools will follow the recommended CIPA ("Children's Internet Protection Act") guidelines for monitoring and blocking Internet content allowed in school. Lewiston-Altura Public Schools will also follow CIPA guidelines to educate students on digital citizenship and use access for educational benefit. With this responsibility students and staff are expected to use Internet access with respect and responsibility.
- B. With respect to any of its computers with Internet access, the School District will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- C. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- D. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- E. An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- F. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

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

- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

In regards to the use of personal electronic devices users use to access School District technology including the Internet, students and staff may bring their own personal electronic devices to access the Internet provided by the School District. With that being said, the School District will not be responsible for any maintenance, up keep, or the replacement of lost, stolen or damaged personal devices that students and/or staff may bring with them to the schools. The acceptable use of the Internet provided by the School District on a personal electronic device is subject to what is permitted by this policy.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives or servers.
 - b. Information retrieved through school district computers, networks or online resources.
 - c. Personal property used to access school district computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student or the student's parents.
6. Notification that the collection, creation, reception, maintenance and dissemination of the data via the Internet, including electronic communications is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the student's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENT RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such forms, guidelines and procedures shall be an addendum to this policy.
- B. The administration shall revise the student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Adopted: May 10, 2004
 Revised: May 8, 2006
 Revised: November 9, 2009
 Revised: December 12, 2011
 Revised: June 11, 2012
 Revised: February 24, 2015
 Revised: October 14, 2019

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
 Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2D221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 656 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals
 - 1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic

Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.

2. The Advisory Committee will be established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
 23. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.
- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. §122A.40, Subd. 8, or 122A.41, Subd. 5. Lewiston-Altura Public Schools shall follow the state curriculum cycle found in Appendix A.
- C. Implementation of Graduation Requirements
1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
 2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Graduation Standards Implementation Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (the Commissioner) in developing a plan which must include parental involvement components.
 3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of

achievement and prior achievement must be based on highly reliable statewide or district wide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

- D. Comprehensive Continuous Improvement of Student Achievement
1. By April 30th of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
 2. The Advisory Committee, working in cooperation with other committees of the school district [such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.], will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
 - d. Advising the school board about development of the annual budget.
 3. The Advisory Committee shall meet the following criteria:
 - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
 - e. Testing shall follow the schedule in Appendix B.
 4. The Advisory Committee shall, when possible, be comprised at least of two-thirds community representatives and shall reflect the diversity of the

community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:

- a. Superintendent
- b. Elementary Principal
- c. High School Principal
- d. High School Assessment and Testing Coordinator
- e. Intermediate Teacher
- f. Elementary Teacher
- g. High School Teacher
- h. School Board Member
- i. 2 Business Members
- j. 2 Community Members
- k. 6 parents with preference given to two per building when possible
- l. Technology Director
- m. Student Representative

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

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

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

December: Review evaluation results and prepare recommendations.

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

- E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
- F. Educational Planning and Assessment System. The school district may elect to participate in the Educational Planning and Assessment System (EPAS) program offered by ACT, Inc., to provide a longitudinal, systematic approach to student educational and career planning, assessment, instructional support, and evaluation.
- G. Reporting. Consistent with Minn. Stat. § 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board

shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its summary report to the Commissioner.

Adopted: January 11, 2010
 Revised: June 13, 2011
 Revised: December 9, 2013
 Revised: February 12, 2018
 Revised: June 10, 2019
 Revised: December 9, 2019

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
 Minn. Stat. § 120B.018 (Definitions)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.128 (Educational Planning and Assessment System (EPAS) Program)
 Minn. Stat. § 120B.35 (Student Achievement Levels)
 Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
 Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
 Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
 Minn. Stat. § 123B.04 (Site Decision Making Agreement)
 Minn. Stat. § 123B.147, Subd. 3 (Principals)
 Minn. Rules Parts 3501.0640-3501.0550 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for Arts)
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
 MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members as to how to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the school district. Please note that, pursuant to this Policy, tailored crisis management plans will be developed for each school building in the school district and sections or procedures may be added or deleted in those crisis management plans based on building needs.

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

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

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing the building, classroom evacuation, building evacuation, campus evacuation, and sheltering. It designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis management plans. A communication

system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition). This guide will assist in development of the building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations that may result in harm to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance, or at the discretion of the building administrator or designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Attempts will be made to inform students and staff of the location of the threat using real time information. Provisions for emergency evacuation should be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

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

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

[Note: State law requires a minimum of five school fire drills, consistent with Minn. Stat. § 299F.30, and one school tornado drill each school year. See Minn. Stat. § 121A.035.]

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

control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

3. Additional Procedures. The school district administration will present recommended early school closure, media and behavioral health crisis procedures to the school board for review and approval. Upon approval, such procedures will be an addendum to this policy.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

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

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in

the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

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

C. Facility Diagrams and Site Plans

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

D. Emergency Telephone Numbers

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

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

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

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

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

F. Early School Closure Procedures

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

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

G. Media Procedures

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

H. Behavioral Health Crisis Intervention Procedures

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

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

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

IV. PROCEDURES INCLUDED IN THIS POLICY

This Crisis Management Policy provides sample procedures for addressing the following crises:

- A. Fire
- B. Severe Weather
 1. Tornado/Severe Thunderstorm/Indoor Shelter
 2. Flooding/Evacuation
- C. Assault/Fight
- D. Bomb Threat
- E. Demonstration or Disturbance
- F. Hazardous Materials
- G. Intruder/Hostage
- H. Radiological Incident
- I. Serious Injury/Death
- J. Shooting
- K. Suicide

- L. Terrorism (Chemical or Biological Threat)
- M. Utility Emergency
- N. Weapons

Building-specific crisis management plans will include such procedures and any other appropriate procedures.

IV. CRISIS-SPECIFIC PROCEDURES

These sample procedures are to be used by building administrators when tailoring response procedures in the building-specific crisis management plans. As provided in Section II, A of this policy, tailored crisis management plans for each building will be presented to the school board for review and approval and then will become an addendum to this policy that will be maintained and updated year to year.

A. Fire

School preparation before the emergency:

1. Designate a safe area at least 100 feet away from the building and away from fire lanes. (Minn. Stat. §§ 299F.391 and 299F.011; Uniform Fire Code § 1303.3.3.1)
2. Each building's facility diagram and site plan will be available in appropriate areas of the building showing the most direct evacuation routes to the designated safe areas, and the location of fire alarms, fire extinguishers, hoses, water spigots and utility shut offs.
3. Teachers and staff will be trained regarding the main emergency evacuation routes and alternate routes from various points in the building.
4. The school district will conduct fire drills which include practicing how to move safely through blocked entrances and using alternate alarm systems. Fire drills will also include instruction/review of the use of fire extinguishers. The drills will emphasize the use of fire extinguishers to assist in evacuation.
5. Fire drills will be conducted periodically and at irregular times without warning (i.e., lunchtime, recess, and during assemblies). State law requires a minimum of five drills each school year. (Minn. Stat. § 299F.30)
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will arrange for emergency shelter sites and transportation as needed.

Procedures at the time of the emergency:

1. Pull the fire alarm, notify building occupants of the evacuation, and evacuate the building.
2. The first person who is aware of the fire should contact the building administrator and attempt to evacuate the area. Check facility diagrams for the nearest evacuation route and safe area.
3. The building administrator will call 911 and notify the superintendent.
4. Designate a responsible adult or administrator to meet with local fire or law enforcement agents upon arrival. Give them an update, a facility diagram and a site plan when they arrive.
5. The building administrator or superintendent will report the incident (even if it is a false alarm) to the local fire service as required by state law. (Minn. Stat. § 299F.452).

Procedures for teachers:

1. During an evacuation, take the class roster. Make sure all students and adults have left the room. Close the classroom door but leave it unlocked and turn off the lights.
2. Lead all students in an orderly manner to the safe area. Do not allow students to stop at lockers to get books, sweaters, jackets, or other personal belongings.
3. The first person to reach any door should feel the door to see if it is hot. If it is not hot, open it and proceed slowly and low to the floor. If it is hot, the teacher will quickly find an alternate route and lead the students in an orderly manner along the alternate route.

At the safe area:

1. When the group arrives at the safe area, check for any missing students and report them to the building administrator.
2. Do not block any door or gate that may be used by emergency response personnel.
3. While at the safe area, teachers supervise the group closely.
4. Do not re-enter any school buildings until fire department officials declare them safe.
5. Transport students as needed.

B. Severe Weather

1. Tornado/Severe Thunderstorm/Indoor Shelter. These procedures are for any weather situation in which students and staff should remain in the building and seek shelter.

Procedures before the emergency:

- a. The school district will identify both potential problem areas on the campus and areas with the highest degree of safety for students and staff. *Unsafe* areas include rooms with large unsupported roof spans, large windows, or rooms located where they will receive the full force of the wind such as upper floor gymnasiums and auditoriums. *Safe* areas include small rooms with few windows, on the lowest floor of the building, and at the interior of the building, such as restrooms, locker/shower areas, basement gymnasiums, and closets.
- b. Facility diagrams will be prepared for each classroom/office/work area showing the most direct evacuation route to the safest areas of the building.
- c. Provide training to appropriate staff, including the crisis response team, on how to deal with inoperative communication systems, absence of natural light in a power outage, inoperative devices in a building with students who have special needs, and inoperative refrigeration systems, alarms, heating and cooling systems.
- d. Review “drop and tuck” procedures with students.
- e. Keep a record of all tornado drills performed at the building in the building administrator’s office.

Procedures when a tornado/severe thunderstorm watch has been issued:

A tornado/severe thunderstorm watch is issued when weather conditions are prime for the formation of a tornado or severe thunderstorm, but none have been spotted so far.

- a. Monitor Emergency Alert Stations.
- b. Bring all persons inside the building. Keep students, staff, and visitors inside the building.
- c. Close windows and blinds.
- d. Review tornado drill procedures and the location of the closest safe areas.
- e. Review “drop and tuck” procedures with students.

Procedures when a tornado/severe thunderstorm warning has been issued:

A tornado/severe thunderstorm warning is issued when a tornado or severe thunderstorm has developed and has been spotted in the area. This is a more imminent threat.

- a. Evacuate unsafe classrooms and offices. Teachers take class rosters. Close the classroom door but do not lock it.
- b. Move along inside walls to the safest areas of the building.
- c. Ensure that students are in the “tuck” position.
- d. Account for all students and staff. Report any missing students or staff to the building administrator, when it is safe to do so.
- e. The central office administration will monitor any changes in the weather.
- f. Remain in the safe area in the tuck position until the warning expires or emergency response personnel have issued an all-clear signal.

Procedures after the emergency:

- a. Notify the utility company if a break is suspected in the building gas, water, or electrical lines.
- b. Check utilities and electrical devices for damage due to any outage.

2. Flooding/Evacuation. These procedures are for any weather situation which requires students and staff to evacuate the building.

Procedures for the building administrator if a building is in an area where a flood watch has been issued:

- a. Monitor weather conditions by using weather alert radios, an AM/FM radio, or contact local emergency management officials regarding the emergency condition.
- b. Keep staff posted of changes or emergencies.
- c. Review evacuation procedures with staff and prepare students.
- d. Check relocation centers and secure transportation to them.

Procedures for buildings in an area where a flood warning has been issued:

- a. If advised by local emergency management officials to evacuate, do so immediately.
- b. Follow evacuation procedures; teachers take class rosters.
- c. Turn off utilities in the building and lock the doors.
- d. Take attendance after evacuation to the shelter. Report any missing students to the building administrator.
- e. Notify parents or guardians per school district policies.
- f. Stay with the students until released to a parent or guardian.

C. Assault/Fight

These procedures apply to close contact physical confrontations including fist-fights, knife assaults, and the use of other weapons which require close proximity to result in a significant physical threat.

Procedures:

1. Ensure the safety of all students and staff.
2. Contact the building administrator, police liaison, or 911, if necessary.
3. Approach in a calm and controlled manner. If possible, address the combatants by name and use a distraction to defuse the situation.
4. Control the scene and demand that the combatants stop; clear onlookers.
5. Contact CPR/first aid certified persons in the school building to handle medical emergencies until local law enforcement agents arrive, if necessary.
6. Escort the combatants to the office keeping them away from each other and other students.
7. Seal off the area where the assault took place.
8. Notify the building administrator. The building administrator will:
 - a. Notify the superintendent and combatants' parent(s) or guardian(s), as appropriate.
 - b. Investigate by means such as obtaining statements from the combatants and witnesses; deal with the situation in accordance with school district discipline and harassment and violence policies, as appropriate.
 - c. Notify law enforcement or school liaison officer, as appropriate, if a weapon was used, the victim has a physical injury causing substantial pain or impairment, or the assault involved sexual contact (intentional touching of anus, breast, buttocks, or genitalia of another person in a sexual manner without consent, including touching of those areas covered by clothing).
9. Assess counseling needs of victim(s) or witness(es). Initiate the grief-counseling plan, if necessary.
10. Document all activities.

D. Bomb Threat

A bomb threat should always be considered a real and immediate danger to students and staff and requires an immediate response by the person receiving the bomb threat message. Consequently, all staff should be familiar with the bomb threat procedures established by the school district. No bomb threat will be disregarded as being a prank call.

It is important that all staff be knowledgeable in the procedures to initiate evacuation, in the notification of local law enforcement agencies and appropriate personnel, and in the steps to take before the site is cleared for reentry. All staff should be aware of the location of bomb threat procedures.

If the building administrator determines it is necessary to evacuate the campus, the superintendent and local law enforcement agents should be consulted to determine how parents and guardians can be notified, school facilities can be protected, and crowd control can be provided, if needed.

At least one bomb threat drill should be conducted each school year. Because evacuation of the students and staff is the response used for a number of other crises in addition to bomb threats, staff members will probably not be aware they are evacuating because of a bomb threat. Therefore, it is good practice that whenever exiting the classrooms or work areas for any kind of drill, all personnel should quickly inspect their work area for anything unusual or out of place and be aware of any unusual or suspicious persons on the site.

Never attempt to touch, move, dismantle, or carry any object that is suspicious.

Procedures for bomb threat recipient:

1. *If you receive a bomb threat by written message*, preserve the note for the police by touching it as little as possible and placing it in a document protector or plastic bag, if available. Go to Step 2.

If you receive a bomb threat by telephone:

- a. Record exactly what the caller says. Activate caller ID where available. Complete the “*Bomb Threat Checklist*.”
 - b. Remain calm, be firm, keep the caller talking. Listen carefully to the caller’s voice, speech patterns, and to noises in the background.
 - c. After hanging up the phone, immediately dial the callback service in your area to trace the call, if possible.
2. Notify the building administrator.
 3. Call 911 and report the bomb threat.
 4. Call the superintendent to report the incident and any action taken so far.
 5. DO NOT activate the fire alarm since the noise may detonate some bombs. A public address announcement should be made to initiate building evacuation; do not mention “bomb threat.”
 6. Students and staff may be evacuated from the building and proceed to the designated safe area away from the building. Close the classroom door but leave it unlocked. Teachers take class rosters. Once evacuated, roll call should be taken. Notify the building administrator of any missing students or staff.
 7. If the bomb threat message contained a specific time of detonation, the buildings will not be cleared for reentry until a significant period of time has lapsed after that time, no matter how thorough a check was conducted.
 8. When reentry is permitted, staff should once again visually inspect their classrooms and work areas for unusual items before allowing students to enter.
 9. Notify parents and guardians per school district policies.

E. Demonstration or Disturbance

These procedures are for dealing with anyone causing or participating in a demonstration or disturbance at the building: individual students, student groups, or outside individuals or groups not associated with the building.

Procedures:

1. Notify the building administrator of the disturbance.
2. During the disturbance, the building administrator will take corrective action, such as:
 - a. Ask the demonstrators to disperse.
 - b. Notify the superintendent.
 - c. Notify the local law enforcement agency, if necessary.
 - d. Contain the disturbance by sealing off the area, to the extent possible.
 - e. Secure the building, if necessary.
 - f. Shut off bells, if appropriate.
 - g. Relocate people involved in the disturbance to an isolated area, to the greatest extent possible.
3. During the disturbance, teachers should:
 - a. Keep students in classrooms and lock the door. Do not allow students out of the classroom until the building administrator gives an all-clear signal.
 - b. Make a list of students absent from the class.

F. Hazardous Materials

If a major chemical accident necessitates student and staff evacuation, the fire department or other appropriate agency will be consulted and may take command and control of the situation.

Procedures for reporting chemical accidents should be posted at key locations (i.e., chemistry labs, art rooms, pool area, janitorial closets). School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff are aware of where to access these sheets in the case of a chemical accident.

Procedures for on-site chemical accidents:

1. Determine the name of the chemical, where it is located, and whether or not it is spreading rapidly. Attempt to contain the spill or area around it. Close doors. School personnel should not attempt to clean up or remove the spill – leave that for trained personnel. Refer to the M.S.D.S. for guidance.
2. Notify the building administrator about the accident.
3. Relocate students and staff to safe areas, upwind of the accident. Teachers bring the class roster. Take roll call and immediately report any missing students to the building administrator.

4. Call 911 (the fire department will contact the local hazardous materials team).
5. Seek treatment for any students or staff exposed to the chemical through inhalation, skin exposure, swallowing, or eye exposure.
6. Designate a responsible adult or administrator to meet with fire or law enforcement agents upon arrival. Give them an update, a facility diagram and a site plan when they arrive.
7. Notify the superintendent.

Procedures for off-site chemical accidents:

1. When evacuation of the area is necessary, students and staff will be directed to a specific relocation area by local emergency management officials involved.
2. If students are evacuated, notify parents and guardians per school district policies.
3. Evacuation may be made to a relocation center designated in advance by a building administrator if a specific alternative assignment is not made by response agency officials.

G. Intruder/Hostage

Individuals who pose a possible threat could include a sniper on campus, someone who may attempt to abduct or injure a student, or any unauthorized visitor without a legitimate purpose. It may be a law enforcement agency who notifies the school or school district of the dangerous situation, or it may be school personnel who first recognize the danger.

Procedures before the emergency:

1. Implement lock-down procedures to secure the school building, to keep students inside and keep the danger outside of the building away from students and staff.

Procedures for the staff member who sees an unauthorized intruder:

1. If possible, have another staff person accompany you when approaching an intruder that does not indicate a potential for violence.
2. Politely greet the intruder and identify yourself.
3. Ask the intruder to identify himself or herself and to state what the purpose of his or her visit is.
4. Inform the intruder that all visitors must register at the main office.
5. If the intruder's purpose is not legitimate, ask him/her to leave and accompany intruder to exit if possible, or arrange for someone else to accompany the intruder.
6. If the intruder refuses to leave or is a repeat offender, warn him or her of the consequences of staying on school property. Inform him or her that the police will be contacted.
7. If the intruder still refuses to comply, notify building administrator or police liaison and give as complete a description of the person as possible.

8. Walk away from the intruder if the intruder indicates a potential for violence. Do not attempt to disarm anyone with a weapon or physically restrain anyone who may be capable of inflicting bodily harm. Monitor the intruder leaving campus, if possible.
9. Call 911 and provide law enforcement agents with as much identifying information as possible (physical description, location in the school building, where the person is going, if the intruder is armed).

Witness to a hostage situation:

1. If the hostage taker is unaware of your presence, do not intervene.
2. Call 911 immediately, if possible. Give the dispatcher details of the situation, ask for assistance from the hostage negotiation team.
3. Seal off the area near hostage situation, to the extent possible.
4. Notify the building administrator who may elect to evacuate the rest of the building.
5. The police or hostage negotiation team will assume command and control of the situation when they arrive.

If taken hostage:

1. Follow instructions of the hostage taker.
2. Try not to panic. Calm students if they are present.
3. Treat the hostage taker as normally as possible. Be respectful. Ask permission to speak. Do not argue or make suggestions.

Procedures after the emergency:

1. Designate a spokesperson to handle media calls, questions, and contacts.
2. Prepare a news/information release, as appropriate.
3. Prepare a parent and guardian letter, as appropriate.
4. Hold an information meeting with all staff.
5. Initiate the grief-counseling plan, if appropriate.

H. Serious Injury/Death

Procedures:

1. Call 911, but do not leave the victim unattended.
2. Contact a first aid provider (school nurse) or a member of the crisis response team.
3. Clear onlookers and isolate the victim.
4. Perform preliminary first aid, if trained.
5. Do not move the victim unless an immediate emergency situation dictates evacuation.
6. Notify the building administrator.
7. Designate a staff person to accompany the injured or ill person to the hospital.
8. Administrative follow-up may include the following:
 - a. Notify parent(s) or guardian(s) of an injured or ill student or a family member of an injured or ill employee.
 - b. Notify the superintendent.

- c. Determine method of informing staff, students, and parents, if appropriate.
- d. Prepare an accident report.
- e. Initiate the grief-counseling plan, if appropriate.
- f. Prepare a news media release with the superintendent, if appropriate.

I. Shooting

These procedures apply to snipers inside or outside of the school building or any other firearm threat that poses an immediate danger. The threat may also result from an intruder or from participants in a demonstration.

Procedures for staff and students if a person threatens with a firearm or begins shooting:

1. Enact ALICE procedures. ALICE is not designed to be sequential but rather to be utilized dynamically in each unique situation.

ALERT: Use plain and specific language to alert others to the danger. The purpose of the ALERT is to make as many people as possible within the danger zone aware that a potentially life-threatening situation exists. This can be facilitated via many different methods (PA, text, email, personal senses). No matter the method of delivery, the objective should be a conveyance of information, not an issuance of a command. The use of plain language, delivered through as many delivery channels as possible, is the best way to ensure awareness within the danger zone. It will empower as many as possible with the ability to make an informed decision as to their best option that will maximize survival chances.

LOCKDOWN: Barricade the room. Prepare to Evacuate or Counter if needed.

Lockdown is an important response in the event of an active shooter or violent intruder. Lockdown is a semi-secure starting point from which survival decisions can be made. Relying on lockdown alone, however, can significantly endanger occupants in a violent intruder situation.

INFORM: Communicate the violent intruders location and direction in real time. Inform is a continuation of Alert and uses any means necessary to pass on real-time information. Video surveillance, 911 calls and PA announcements are just a few of the channels that may be used by school employees, safety officers, and other personnel. Effective information can keep the shooter off balance, giving people in the school more time to further lockdown, or evacuate to safety. If the shooter is known to be in an isolated section of a building, occupants in other areas can safely evacuate while those in direct danger can perform enhanced lockdown and prepare to *Counter*. Knowledge is the key to survival.

COUNTER: Create Noise, Movement, Distance and Distraction with the intent of reducing the shooters ability to shoot accurately. Counter is NOT fighting. Counter focuses on actions that create noise, movement, distance and distraction with the intent of reducing the shooter's ability to shoot accurately. Creating a dynamic environment decreases the shooter's chance of hitting a target and can provide the precious seconds needed in order to evacuate. Counter is about survival, the last barrier between a shooter and a potential victim, and anything a person can do gain control is acceptable.

EVACUATE: When safe to do so, remove yourself from the danger zone. Our human instinct in the face of danger is to remove ourselves from that threat. Students and staff will evacuate the buildings and campus and assemble at the rally points off campus.

Procedures for the building administrator or police liaison if a person threatens with a firearm or begins shooting:

1. Assess the situation as to:
 - a. Shooter's location,
 - b. Injuries, and
 - c. Potential for additional shooting.
2. Call 911 and give them as much detail as possible about the situation.
3. Secure the school building, if appropriate.
4. Assist students and staff in evacuating from immediate danger to a safe area.
5. Care for the injured to the extent practicable until emergency personnel arrive.
6. Refer media calls, contacts, and questions to the school district spokesperson.
7. Meet with the superintendent to prepare a news or information release.
8. Notify parents and guardians per school district policies, if appropriate.
9. Hold an information meeting with all staff, if appropriate.
10. Initiate the grief-counseling plan, if appropriate.

J. Suicide

Procedures for a suicide attempt:

1. Intervene prior to an attempted suicide, as appropriate. Try to calm the suicidal person.
2. Prevent others from witnessing a traumatic event, if possible. Isolate the suicidal person or victim from other persons. Remain calm and reassure students.
3. Call 911 if the person dies, needs medical attention, has a weapon, or needs to be restrained.
4. Notify the school psychologist or counselor, building administrator, or appropriate crisis intervention or mental health hotline.
5. The building administrator will activate the crisis response team.

6. Stay with the person until counselor/suicide intervention arrives. DO NOT LEAVE A SUICIDAL PERSON ALONE.
7. Designate a responsible adult to meet with emergency personnel upon arrival.
8. The building administrator will notify the superintendent and the parent(s) or guardian(s) if the suicidal person or victim is a student, or a family member if the person is a staff member.
9. The building administrator may arrange a meeting with parents and the school psychologist or counselor to determine a course of action.
10. Determine method of notifying students, staff and parents, as appropriate.
11. Initiate the grief-counseling plan, if appropriate.

K. Terrorism (Chemical or biological threat)

Upon receiving a chemical or biological threat phone call:

1. Complete the “*Bomb Threat Checklist*.”
2. Listen closely to the caller’s voice, speech patterns, and to noises in the background.
3. After hanging up the phone, immediately dial the callback service in your area to trace the call, if possible.
4. Notify the building administrator who is responsible for notifying the local law enforcement agency.
5. The building administrator may order an evacuation of all persons inside the school building(s), or other actions, per school district policies.
6. If evacuation occurs, teachers should take the class roster.

Upon receiving a chemical or biological threat letter:

1. Minimize the number of people who come into contact with the letter by immediately limiting access to the area in which the letter was discovered.
2. Seal the letter in a zip-lock bag or another envelope.
3. Call 911 first, then the Minnesota Duty Officer at 1-800-422-0798. The backup number is 651-649-5451.
4. Separate “involved” people from the rest of the students and staff for investigation. Involved people are those who had direct contact with the letter or were in the immediate area when the letter was opened.
5. Remove “uninvolved” people from the immediate area. Uninvolved people had no contact with the letter and were not in the immediate area when the letter was opened.
6. Ask “involved” people to remain calm until emergency response officials arrive.
7. Ask “involved” people to minimize their contact with the letter and the surrounding area; the area should now be considered a crime scene.
8. Get advice of emergency response officials regarding decontamination and change of clothing for persons who opened or handled the letter without gloves.

Evacuation procedures:

1. The building administrator should notify staff and students of evacuation.

2. Lead students calmly to the nearest designated safe area away from the school building.
3. Teachers take roll call after the evacuation. Immediately report any missing students to the building administrator.
4. Students and staff who were “involved” in receiving the threat (by telephone or letter) will be evacuated as a group, separate from “uninvolved” students and staff.
5. The building administrator will announce the termination of the emergency after consulting with emergency response officials.
6. Notify parents and guardians per school district policies.
7. Notify the media per school district policies, if appropriate.

M. Utility Emergency *[TO BE ADDED LATER]*

N. Weapons

If a student or staff member is aware of a weapon brought to school:

1. Immediately notify the building administrator, teacher, or police liaison.
2. Tell them the name of the person suspected of bringing the weapon, where the weapon is located, if the suspect has threatened anyone, or any other details that may prevent the suspect from hurting someone or himself or herself.
3. If a teacher suspects that a weapon is in the classroom, he or she should confidentially notify a neighboring teacher or the building administrator. Do not leave the classroom.

Procedures for the building administrator if a weapon is suspected:

1. Call the local law enforcement agency if a weapon is reasonably suspected to be in the building or on school grounds.
2. Isolate the suspect from the weapon, if possible. If the suspect threatens with the weapon, do not try to disarm the suspect. Back away with arms up. Stay calm.
3. Ask another administrator or police liaison to join in questioning the suspected student or staff member.
4. Accompany the suspect to a private office and wait for local law enforcement agents.
5. Inform the suspect of his or her rights before you conduct a search of their property, if appropriate.
6. Document the incident and report it, if appropriate. (Minn. Stat. § 121A.06 – Reports of dangerous weapon incidents in school zones.)
7. Notify parents or guardians if the suspect is a student and explain to them why a search was conducted and the results of the search.

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Adopted:	May 9, 2005
Revised:	January 11, 2010
Revised:	December 23, 2014
Revised:	April 28, 2015
Revised:	April 13, 2020

Legal References:

- Minn. Stat. Ch. 12 (Emergency Management)
- Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
- Minn. Stat. § 121A.035 (Crisis Management Policy)
- Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
- Minn. Stat. § 299F.30 (Fire Drill in School)
- Minn. Stat. § 326B.02, Subd. 6 (Powers)
- Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
- Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
- Minn. Rules Part 7511 (Fire Safety)
- 20 U.S.C. § 1681, et seq. (Title IX)
- 20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
- 20 U.S.C. § 7912 (Unsafe School Choice Option)
- 42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:

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

MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

Report to the School Board

June 13, 2022

By Elementary / Intermediate School Principal Dave Riebel

GOAL 1: THE DISTRICT WILL STRIVE TO PROVIDE THE BEST EDUCATIONAL PROGRAMS.

- 4th grade musical

The title of the musical was “The Incredible Westward Movement”. The show itself lived up to the adjective, it was incredible! The fourth grade students put their learning about the American westward expansion into several entertaining scenes. The fourth graders live performance was viewed by the elementary school students and staff as well as a live audience of family members and can be viewed on our district YouTube channel.



- Intermediate Band and Choir concert

The May 11th concert, entitled “Finally a Finale!” was the first chance that our 5th and 6th graders had to put on a live audience performance for family and friends, and they did not disappoint! Mr. Hamilton and the band students first highlighted their beginning instrumental skills followed by Ms. Rupprecht and the full grade choirs performed to a packed Intermediate gym. The full concert is available on our district YouTube channel.



- Elementary K-1-2 and 3-4 grade concerts

It was wonderful to be back in front of a live audience in a packed Elementary gym for back to back morning concerts. The Kindergarten, 1st and 2nd graders were followed by 3rd and 4th graders performing three songs each while students also showed off their dancing and acting skills. Thank you Mr. Harper for your musical talents and bringing out and highlighting the talents of these elementary students.



GOAL 2: THE DISTRICT WILL STRIVE TO HIRE, DEVELOP AND MAINTAIN THE BEST POSSIBLE STAFF.

- Best wishes to the retirees!

Congratulations to Tom Dickey (7 yrs P.E), Pat Burfeind (30 yrs 5th grade), Todd Stokke (33 yrs 5th grade) and Amy Benke (32 years Title para) on their upcoming retirements! Several thousand L-A students have benefited from your instruction and guidance over these years. Enjoy the next stage of life!

- Thank you!

We thank Ms. Murphy (Sp. Ed.) and Ms. Stafslie (speech) for their service to students. We wish them the best in their next ventures.

- Welcome new hires!

The PK-6 staff welcome Maddie Gasca Hernandez (6th grade) and Dylan Gowlland (5th grade) to our Intermediate School family. We also welcome Dylan Weninger to our K-6 special education staff.

GOAL 3: THE DISTRICT WILL STRIVE TO MAINTAIN A POSITIVE EMOTIONAL AND SAFE CLIMATE FOR LEARNERS AND STAFF.

- Last Day Highlights

Walk of the Graduates – The last day of school tradition of having our senior class get recognized by the elementary students and staff by a exciting and emotional walk through the halls of the elementary. Congratulations Seniors!



The day is full of bittersweet excitement on the last day of school. Students express their sadness at missing their friends and teachers while also showing excitement to be out for the summer! Elementary students had an activity afternoon at South Park. The Intermediate staff were proud to send 48 sixth graders on to the High School next year. Congratulations on this milestone event.



GOAL 4: THE DISTRICT WILL STRIVE TO MAINTAIN AND IMPROVE THE DISTRICT’S INFRASTRUCTURE.

- Summer cleaning and maintenance

The custodial crew begins the process of cleaning the district buildings in Cardinal Club and the Elementary School on June 13 and then moves on to the Intermediate. Thanks to the custodial staff for their efforts.



Independent School Dist. No. 857
100 County Road 25
Lewiston, MN 55952
(507) 523-2191

Gwen Carman, Superintendent
Dave Riebel, Elementary and Intermediate Principal
Cory Hanson, High School Principal

Goal 1: The District will strive to provide the best possible educational programs.

- Congratulations to the Class of 2022. We hope for the best for all of you in your future endeavors.
- Congratulations to the following Cardinals of the week:
 - Halle McElmury
 - Kate Herber
 - Kaitlyn Devorak
- Congratulations to our spring sports teams. Thank you to the coaches for all of your hard work and to Mr. Justman for his weight room support for all of our teams. A special shout out to our state participants: Garrett Bonow, Anna Hennessy, and Tanner Mundt.
- Thank you to all of the LAHS staff for their support of our students this year. We know it takes a village, and we can't make it without all of our staff.

Goal 2: The District will strive to hire, develop, and maintain the best possible staff.

- We would like to thank Mr. Ellinghuysen for all of his years of service and congratulate him on his impending retirement.
- We would like to thank the staff that will not be returning for their service to the district and wish them the best of luck.
- We would like to welcome Amy Kelly and Meagan Caron to LAHS as our new PE and English teachers.

Goal 3: The District will strive to maintain a positive emotional and safe climate for learners and staff.

- We held homegoing festivities on May 31 through June 3. Thank you to student council for all the activities and for all the student body that participated in the assembly activities.

Goal 4: The District will strive to maintain and improve the district infrastructure.

- We are ready for summer cleaning and a few new projects. Hopefully, pictures to come.
- Please take advantage of the pickleball nets that were recently put up. Thanks to maintenance for installing the poles this spring and to Mrs. Schultz's class for helping with the nets.

Upcoming Events:

August 10 – Fall Sports Meeting and Impact Testing

August 30 – All Student High School Orientation Night



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Lewiston - Altura Schools: Building A Caring, Adaptable, Respectful, Determined, Successful Community

Superintendent's Report to the School Board
Respectfully Submitted by Gwen Carman
June 13, 2022

Meeting Agenda Item Notes

District Office Transitions Thank you to Sheala Hall for her continued perseverance in learning the Business Manager responsibilities. It is incredible just how much there is to learn. We are continuing to also use the support services of Region V, Bergankdv and Kristin Kelly. Also on your agenda is a recommendation to hire Kara Prosen as an Office and Finance Assistant. Kara has been an exceptional paraprofessional and we are sorry to lose her in that role, but she has a strong office background and is excited and ready to take on this expanded role with the district. The plan is for her to work part-time in June and July and full-time starting in August. As she and Sheala continue to master the work, we will be using Region V less. Kristin will also reduce her support over time. Bergankdv staff are helping Sheala and I with the audit this summer as well.

Community Engagement Meeting Summary/Next Steps InGensa staff will be at our meeting to discuss next steps. Please review the documents attached to the agenda prior to the meeting – there is a summary report, sign-in information and a list of attendees who indicated interest in serving on a Task Force. I am glad that we had such a large amount of community and staff members attend our first meeting and I think we received valuable input on a variety of topics.

Food Service Director Shared Services Agreement On the agenda is an Agreement with Cotter Schools to share the services of Vickie Speltz as Food Service Director. Cotter will reimburse our district for the total costs of Vickie's time. Vickie will also continue to drive school bus for our district. This Agreement is entirely voluntary and Ms. Speltz and I have discussed it extensively. She is excited for the opportunity to help Cotter build their food service program, and it is a financial benefit to our district.

Southeast MN United Purchasing Joint Powers Agreement Also on the agenda is an updated Joint Powers Agreement with 12 other districts. This agreement has been in place for many years and allows for cooperative purchasing of many of our food service items, which greatly reduces our costs. This new agreement updates the membership and clarifies a few details on the bidding process.

OTHER UPDATES

2022-2023 Budget Kristin Kelly and I (with Bergankdv working on the ESSER funds) are working on next year's budget's details. We will have a Special Meeting on Tuesday, June 28th at 6:00pm to approve the budget, as well as the Bus/Van Drivers' Handbook, Support Staff Handbook and contracts for staff on individual contracts.

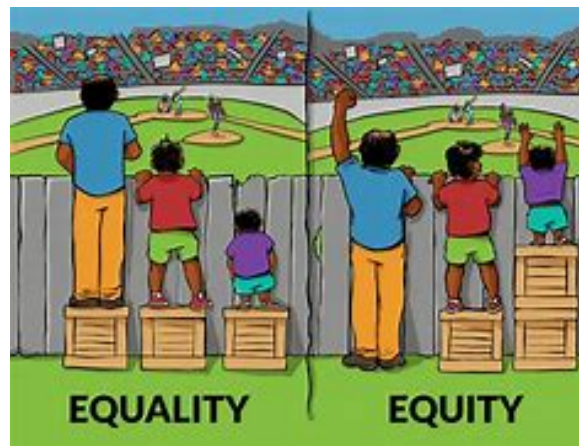
April 12th Hail Storm (3:00pm) and Wind Storm (11:50pm) Aftermath We are continuing to work through the process of repairs and materials replacement. I have been very pleased with the process overall – the insurance adjuster and our agent have both been very responsive and have approved proposed costs for repairs and replacements with little disputes. The track surface (18' gouges) will be repaired, and the company agreed to honor the existing warranty if there is any future rain seeping at the repair sites.

THANK YOU

It's been quite a year! Thank you to Principal Riebel, Dr. Hanson, all of the teachers and support staff for all they have done for our students and school district in 2021-22. It has been a year with many unique challenges. We have also had so many SUCCESSES in our work to educate and prepare students to be responsible and successful citizens!

Thank you to the School Board members for your leadership and commitment to striving for the very best for our students and our school district.

Special congratulations to all the students for their successes and accomplishments! We are proud of you!



**A reminder of the importance of considering equity in the work we do:
Every student deserves our best and what s/he needs to achieve.**