

GOODHUE COUNTY EDUCATION DISTRICT BOARD AGENDA

Thursday, May 28, 2020 at 7:00 PM

River Bluff Education Center, Red Wing

395 Guernsey Ln

Red Wing, MN 55066

AGENDA

- I. **Call to Order/Adoption of Agenda:** Action
- II. **Consent Agenda:** Action
- A. Approval of Claims: Jim Wendt (please come in 15 minutes prior)

Goodhue County Ed District Payment Reg by Bank and Check

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void	Amount
													Date	
6051	MERC		34467		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT	No	No	No	USD	04/30/2020	6,752.22
6051	MERC		34468		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC	No	No	No	USD	04/30/2020	31,084.90
6051	MERC		34469		Wire	1	09180	MN UNEMPLOYMENT FUND	No	Yes	No	USD	04/30/2020	37.70
6051	MERC		34470		Wire	1	2216	KWIK TRIP EXTENDED NETWORK	No	Yes	No	USD	04/30/2020	609.32
6051	MERC		34471		Wire	1	2284	E. B. C., LLC /ACS	No	No	No	USD	04/30/2020	9,630.08
6051	MERC		34472		Wire	1	2392	US Dept of Treasury	No	Yes	No	USD	04/30/2020	58,079.94
6051	MERC		34473		Wire	1	2396	MN Dept of Revenue	No	No	No	USD	04/30/2020	10,107.79
6051	MERC		34474		Wire	1	2501	Merchants Bank	No	Yes	No	USD	04/30/2020	2,297.31
6051	MERC		34506		Wire	1	1280	DELTA DENTAL PLAN OF MN	No	No	No	USD	05/14/2020	5,016.20
6051	MERC		34507		Wire	1	2216	KWIK TRIP EXTENDED NETWORK	No	No	No	USD	05/14/2020	132.83
6051	MERC		34508		Wire	1	3329	CHASE CARD SERVICES	No	No	No	USD	05/14/2020	1,666.82
6051	MERC		34509		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT	No	No	No	USD	05/15/2020	6,800.05
6051	MERC		34510		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC	No	No	No	USD	05/15/2020	31,021.95
6051	MERC		34511		Wire	1	2284	E. B. C., LLC /ACS	No	No	No	USD	05/15/2020	10,088.12
6051	MERC		34512		Wire	1	2392	US Dept of Treasury	No	No	No	USD	05/15/2020	57,770.56
6051	MERC		34513		Wire	1	2396	MN Dept of Revenue	No	No	No	USD	05/15/2020	9,534.74
6051	MERC		34514		Wire	1	2501	Merchants Bank	No	No	No	USD	05/15/2020	2,454.46
6051	MERC		34462	18222	Check	1	3371	DIVISION MECHANICAL SERVICES	Yes	No	No	USD	04/30/2020	149.50
6051	MERC		34449	18223	Check	1	2376	DOVER-EYOTA	Yes	No	No	USD	04/30/2020	2,900.00
6051	MERC		34445	18224	Check	1	1984	E. B. C., LLC/Flex	Yes	No	No	USD	04/30/2020	896.83
6051	MERC		34440	18225	Check	1	09118	EDUCATION MN - GCED	Yes	No	No	USD	04/30/2020	2,362.44
6051	MERC		34452	18226	Check	1	2871	EMC Insurance Companies	Yes	No	No	USD	04/30/2020	11,540.43
6051	MERC		34457	18227	Check	1	3232	ENTERPRISE FM TRUST	Yes	No	No	USD	04/30/2020	1,724.94
6051	MERC		34455	18228	Check	1	3126	FERNBROOK FAMILY CENTER	Yes	No	No	USD	04/30/2020	29,781.13
6051	MERC		34458	18229	Check	1	3235	Goodhue Co Ed Dist Paraprofessional Unic	Yes	No	No	USD	04/30/2020	259.32
6051	MERC		34466	18230	Check	1	3445	HARTY, ANNE	Yes	No	No	USD	04/30/2020	102.58
6051	MERC		34460	18231	Check	1	3323	HOLT, MAKENNA	Yes	No	No	USD	04/30/2020	374.60
6051	MERC		34456	18232	Check	1	3163	ILLUMINATE EDUCATION, INC	Yes	No	No	USD	04/30/2020	30,856.00
6051	MERC		34461	18233	Check	1	3360	JACK, NICOLE	Yes	No	No	USD	04/30/2020	264.37
6051	MERC		34463	18234	Check	1	3392	JURGENSEN, KRIS	Yes	No	No	USD	04/30/2020	339.82
6051	MERC		34438	18235	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC	Yes	No	No	USD	04/30/2020	934.99
6051	MERC		34465	18236	Check	1	3440	KING, BRANDON	Yes	No	No	USD	04/30/2020	37.82
6051	MERC		34443	18237	Check	1	1483	LAKE CITY PUBLIC SCHOOLS	Yes	No	No	USD	04/30/2020	4,395.00
6051	MERC		34448	18238	Check	1	2369	MABEL-CANTON PUBLIC SCHOOLS	Yes	No	No	USD	04/30/2020	4,170.86
6051	MERC		34439	18239	Check	1	02672	METRO SALES, INC.	Yes	No	No	USD	04/30/2020	1,181.00
6051	MERC		34451	18240	Check	1	2819	MIDWEST SPECIAL INSTRUMENTS	Yes	No	No	USD	04/30/2020	310.00
6051	MERC		34444	18241	Check	1	1784	NCS PEARSON, INC.	Yes	No	No	USD	04/30/2020	139.50
6051	MERC		34442	18242	Check	1	1227	PAR, INC.	Yes	No	No	USD	04/30/2020	800.00
6051	MERC		34450	18243	Check	1	2583	PLAINVIEW-ELGIN-MILLVILLE	Yes	No	No	USD	04/30/2020	1,980.00

Goodhue County Ed District Payment Reg by Bank and Check

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void	Amount
													Date	
6051	MERC		34459	18244	Check	1 3297		POSADA, MARIA	Yes	No	No	USD	04/30/2020	384.50
6051	MERC		34441	18245	Check	1 09129		RED WING IND SCHOOL DIST 256	Yes	No	No	USD	04/30/2020	3,223.47
6051	MERC		34454	18246	Check	1 3078		SHRED-N-GO	Yes	No	No	USD	04/30/2020	43.73
6051	MERC		34447	18247	Check	1 2364		SPRING GROVE PUBLIC SCHOOLS	Yes	No	No	USD	04/30/2020	1,223.29
6051	MERC		34464	18248	Check	1 3436		STUDIO 24/JASON FRICKSON	Yes	No	No	USD	04/30/2020	1,198.00
6051	MERC		34453	18249	Check	1 3011		U.S. BANK EQUIPMENT FINANCE	Yes	No	No	USD	04/30/2020	304.00
6051	MERC		34446	18250	Check	1 2303		WABASHA-KELLOGG PUBLIC SCHOOL	Yes	No	No	USD	04/30/2020	2,504.91
6051	MERC		34494	18251	Check	1 3052		ACT, INC	Yes	No	No	USD	05/14/2020	1,180.00
6051	MERC		34478	18252	Check	1 09163		ALLEGRA	Yes	No	No	USD	05/14/2020	266.00
6051	MERC		34501	18253	Check	1 3415		AMAZON CAPITAL SERVICES	Yes	No	No	USD	05/14/2020	481.49
6051	MERC		34504	18254	Check	1 3447		APTA	Yes	No	No	USD	05/14/2020	495.00
6051	MERC		34495	18255	Check	1 3277		BOOTH, LYNN	Yes	No	No	USD	05/14/2020	136.22
6051	MERC		34475	18256	Check	1 00433		CITY OF RED WING	Yes	No	No	USD	05/14/2020	499.10
6051	MERC		34480	18257	Check	1 1890		DAHLING, SARA	Yes	No	No	USD	05/14/2020	44.45
6051	MERC		34481	18258	Check	1 2284		E. B. C., LLC /ACS	Yes	No	No	USD	05/14/2020	115.41
6051	MERC		34503	18259	Check	1 3444		EDGENUITY INC	Yes	No	No	USD	05/14/2020	31,000.00
6051	MERC		34484	18260	Check	1 2357		FILLMORE CENTRAL ISD 2198	Yes	No	No	USD	05/14/2020	96.85
6051	MERC		34490	18261	Check	1 2899		HILLTOP COMMUNICATIONS, INC	Yes	No	No	USD	05/14/2020	194.00
6051	MERC		34489	18262	Check	1 2865		INTELLICENTS	Yes	No	No	USD	05/14/2020	1,250.00
6051	MERC		34500	18263	Check	1 3337		KEVIN'S SERVICE	Yes	No	No	USD	05/14/2020	141.87
6051	MERC		34482	18264	Check	1 2339		LANESBORO PUBLIC SCHOOLS	Yes	No	No	USD	05/14/2020	3,003.51
6051	MERC		34491	18265	Check	1 2960		LANGUAGE LINE SERVICES	Yes	No	No	USD	05/14/2020	330.81
6051	MERC		34483	18266	Check	1 2345		LEWISTON-ALTURA SCHOOLS	Yes	No	No	USD	05/14/2020	6,063.08
6051	MERC		34488	18267	Check	1 2719		LUHMAN, CINDY	Yes	No	No	USD	05/14/2020	354.20
6051	MERC		34477	18268	Check	1 02672		METRO SALES, INC.	Yes	No	No	USD	05/14/2020	2,211.14
6051	MERC		34493	18269	Check	1 3023		MINNESOTA RURAL EDUCATION ASSO	Yes	No	No	USD	05/14/2020	18,700.00
6051	MERC		34487	18270	Check	1 2711		MN PEIP	Yes	No	No	USD	05/14/2020	48,323.24
6051	MERC		34497	18271	Check	1 3296		MUTUAL OF OMAHA	Yes	No	No	USD	05/14/2020	2,773.24
6051	MERC		34505	18272	Check	1 3448		OLYMPIC COMMUNICATIONS, INC	Yes	No	No	USD	05/14/2020	700.00
6051	MERC		34479	18273	Check	1 1247		PESTOP, INC.	Yes	No	No	USD	05/14/2020	50.00
6051	MERC		34498	18274	Check	1 3297		POSADA, MARIA	Yes	No	No	USD	05/14/2020	149.74
6051	MERC		34496	18275	Check	1 3282		PRESENCE LEARNING, INC	Yes	No	No	USD	05/14/2020	357.90
6051	MERC		34476	18276	Check	1 00443		RED WING ACE HARDWARE	Yes	No	No	USD	05/14/2020	50.14
6051	MERC		34499	18277	Check	1 3326		SCHOOLOGY, INC	Yes	No	No	USD	05/14/2020	3,675.00
6051	MERC		34502	18278	Check	1 3419		SFRC, LLC-TERRAFORM POWER	Yes	No	No	USD	05/14/2020	5,430.74
6051	MERC		34485	18279	Check	1 2364		SPRING GROVE PUBLIC SCHOOLS	Yes	No	No	USD	05/14/2020	918.10
6051	MERC		34492	18280	Check	1 3011		U.S. BANK EQUIPMENT FINANCE	Yes	No	No	USD	05/14/2020	729.00
6051	MERC		34486	18281	Check	1 2424		WAL-MART COMMUNITY	Yes	No	No	USD	05/14/2020	207.20
6051	MERC		34516	18282	Check	1 1984		E. B. C., LLC/Flex	Yes	No	No	USD	05/15/2020	896.83

Goodhue County Ed District Payment Reg by Bank and Check

Co	Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Curr	Pay/Void Date	Amount
6051	MERC		34515	18283	Check	1 09118		EDUCATION MN - GCED	Yes	No	No	USD	05/15/2020	2,398.15
6051	MERC		34517	18284	Check	1 3235		Goodhue Co Ed Dist Paraprofessional Unic	Yes	No	No	USD	05/15/2020	259.32
													Bank Total:	\$480,949.75
													Report Total:	\$480,949.75

B. Approval of April 22nd, 2020 Minutes

Goodhue County Education District 6051-61

Red Wing, MN

Regular Meeting

April 22, 2020

River Bluff Education Center

7:00 PM

MEMBERS PRESENT: Jerry Stehr; Dawn Balow; Kevin Anderson; Arlen Diercks, Jim Wendt, Katie Lochner

MEMBERS ABSENT: None

OTHERS PRESENT: Cherie Johnson; Jackie Paradis; Cindy Luhman

CALL TO ORDER/ADOPT THE AGENDA: Chairperson Dawn Balow called the meeting to order. Vice Chair Jim Wendt motioned to adopt the consent agenda. Clerk Katie Lochner seconded, motion carried unanimous roll call. Jim Wendt-yes; Katie Lochner-yes; Arlen Diercks-yes; Kevin Anderson-yes; Jerry Stehr-yes; Dawn Balow-yes.

CONSENT AGENDA:

Approval of March 18, 2020 minutes

Approval of Claims: Kevin Anderson (Please come in 15 minutes early) Clerk Katie Lochner motioned to approve the consent agenda. Member Kevin Anderson seconded, motion carried by unanimous roll call. Jim Wendt-yes; Katie Lochner-yes; Arlen Diercks-yes; Kevin Anderson-yes; Jerry Stehr-yes; Dawn Balow-yes.

Staff Updates: C Johnson commented that we have hired a SLP for the 2020-2021 school year.

1. **Resignations:**
2. **New Hire: *Megan Senechalle, Speech Language Pathologist***
3. **Transfers:**
4. **Retirement:**

Public Input:

Reports and Communication:

Business Manager Report: Jackie Paradis gave the business managers report. As of 3/31/20 we have received \$12,791,430 or 57% of the revised budget compared to 3/31/2019 \$12,418,492 or 60% of the revised budget. As of 3/31/2020 expenditures are \$13,144,346 or 57% of the revised budget compared to 3/31/2019 of \$12,349,007 or 57% of the revised budget. Cash flows looks good for the remainder of the school year. The bank reconciliation has been included in your packet for your information.

COVID-19 Resources and Needs: C. Johnson gave an update on the COVID-19 Resources and Needs. C. Johnson updates the Q & A regularly. On March 30th hotspots were delivered to approx. 30 students and staff that needed internet service. Distance learning plans for both REACH and Pathways programs is located on the GCED website along with a list of resources for staff/parents and students. The

behavior team has been working hard putting together weekly tips for parents, these tips are put on the GCED Twitter and Facebook pages, they have also been sent out to case managers to share with parents. They have also put together fact sheets that has been sent out to the Leadership team and case managers to also share with parents. Paraprofessionals at RBEC have been delivering lunches 3 times a weeks to students from all our member districts. Other RBEC paraprofessionals are supporting teachers with distance learning

Old Business:

Virtual Meetings: At our last Board Meeting, we talked about doing this but we didn't take official action. The guidance from MSBA says that we can implement either by board action or that our Board Chair may take the necessary action. Everyone appeared to be on the same page during the discussion at our board meeting. Dawn Balow took action for us to move forward with virtual meetings. Does the board also want to take official board action at our tonight's board meeting. Question was brought up if there would be a time limit, C. Johnson commented that this would only be in effect until COVID-19 limits have lifted. Clerk Katie Lochner motioned Due to the health pandemic, the school board has determined that it is not feasible for at least one board member, the superintendent, or the school district's legal counsel to be physically present at the regular meeting location. It is also not feasible for the public to attend at the regular meeting location due to the health pandemic. In accordance with Minnesota Statutes 13D.021, members of the public are not permitted to attend this meeting due to the current health pandemic. Meetings will be conducted using the Zoom Platform. Persons may monitor this meeting from a remote location by emailing Cindy Luhman, Administrative Assistant at cluhman@gced.k12.mn.us. Requests for public comment for school board meetings may be submitted to the same email address. Member Jerry Stehr seconded, motion approved by unanimous roll call. Katie Lochner-yes; Arlen Diercks-yes; Kevin Anderson-yes; Jerry Stehr-yes; Dawn Balow-yes; Jim Wendt-yes.

Revision to Bylaws: C. Johnson presented the revision to the bylaws. C. Johnson commented that in reviewing the history of this document, this particular section has not been modified since the 1997 revision. The Superintendents, Board Members and Communities of Goodhue County now have web access to agendas and materials but current and past through the use of Boardbook. C. Johnson commented that in discussions with the superintendents, they mentioned to define the days as either calendar or working. Arlen Diercks addressed some concerns he had with changing the bylaws. C. Johnson was able to help clear up some of those concerns. Jerry Stehr asked about moving the board meetings up to the 2nd Wednesday of the month. That drew some concerns with getting the financial reports done. Vice Chair Jim Wendt motioned to approve the revision to the GCED Bylaws, adding to include 5 calendar days. Member Kevin Anderson seconded. Motion carried 5-1 with a roll call vote. Kevin Anderson-yes; Jerry Stehr-yes; Dawn Balow-yes; Jim Wendt-yes; Katie Lochner-yes; Arlen Diercks-no.

New Business: C. Johnson mentioned that included in your meeting packet is the Revised FY20 Budget as well as both the preliminary bill and revised bill for each district. This was completed following the ratification of the GCED Teacher Agreement last month. Vice Chair Jim Wendt motioned to approve the revised budget and district bills. Member Jerry Stehr

seconded, motion carried by unanimous roll call. Jerry Stehr-yes; Dawn Balow-yes; Jim Wendt-yes; Katie Lochner-yes; Arlen Diercks-yes; Kevin Anderson-yes.

Mandatory CEIS Planning: C. Johnson commented that CEIS plan is due July 1, 2020. The attached document provides the four areas where we met the numeric threshold for significant disproportionality. Currently we are more than 3% higher than we should be. C. Johnson is having the School Psychologists in each district review evaluations on all students. Approximately \$250,000 must be applied towards CEIS. C Johnson gave an update on the planning process being recommended by the Superintendent's Council. The Superintendents recommended the stakeholder group consist of Elementary Principals, Instructional Coaches, Teacher (SPED and General Ed).

Other:

Comments: Board/Director: C. Johnson commented on Strategic Planning. Will have this ready by July. Planning to collaborate with Southeast Service Coop and will get the dates out. Chairperson Dawn Balow commented that she would personally like to wait if we end up having to do it virtually.

Adjournment: Vice Chair Jim Wendt motioned to adjourn. Clerk Katie Lochner seconded. Motion carried by unanimous roll call. Dawn Balow-yes; Jim Wendt-yes; Katie Lochner-yes; Arlen Diercks-yes; Kevin Anderson-yes; Jerry Stehr-yes.

C. Staff Updates:

1. **Resignations:** *Hailey Pottinger, ASD Teacher - Lake City; Megan Hanten, EL Teacher - RW*
2. **New Hire:** *Deborah Griffin, Instructional Coach - ZM; Elizabeth Diggins, Work Based Learning Teacher - RBEC; Ryan Paulson, ASD/DCD Teacher - RBEC; Joni Schake, ASD/DCD Teacher - RBEC; Stephanie Schiltz, EBD Teacher - RBEC; Erica Cordes, ASD/DCD Teacher - RBEC; Tira Petersen, EBD Teacher - RBEC; Julie Braford, EBD Teacher - RBEC; Diane Jacobson, EL Teacher*

3. **Transfers:**

4. **Re-assignment:**

III. **Public Input:**

IV. **Reports and Communication:**

- A. Business Manager Report

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

Goodhue County Education District | April 30, 2020

REVENUE CATEGORIES						April 30, 2020	April 30, 2019	April 30, 2018	Current YTD vs. PYTD	April 30, 2019	April 30, 2018
	June 30, 2018	June 30, 2019	Revised Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received			
STATE	3,421,200	3,213,240	3,689,037	2,468,914	1,220,123	66.93%	71.33%	74.04%	176,986	2,291,929	2,533,161
FEDERAL	1,969,656	1,770,360	1,895,113	977,153	917,960	51.56%	39.08%	47.60%	285,373	691,780	937,588
PROPERTY TAXES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
LOCAL SALES, INS RECOVERY & JUDGEMENTS	1,230	307,386	3,327	6,553	(3,226)	196.95%	100.00%	94.72%	(300,833)	307,386	1,165
SALE OF BONDS & LOANS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
LOCAL (FEES, INTEREST, ETC.)	6,782,223	7,127,507	7,572,194	5,132,278	2,439,916	67.78%	69.78%	70.76%	158,584	4,973,694	4,799,438
TOTALS	12,174,308	12,418,492	13,159,671	8,584,898	4,574,773	65.24%	66.55%	67.94%	320,110	8,264,788	8,271,351

EXPENDITURES (OBJECT SERIES)						April 30, 2020	April 30, 2019	April 30, 2018	Current YTD vs. PYTD	April 30, 2019	April 30, 2018
	June 30, 2018	June 30, 2019	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
SALARIES & WAGES	5,626,092	5,919,959	6,393,250	4,485,175	1,908,075	70.15%	71.60%	72.33%	246,767	4,238,409	4,069,534
EMPLOYEE BENEFITS	1,412,416	1,495,180	1,666,307	1,158,730	507,577	69.54%	72.06%	72.96%	81,287	1,077,443	1,030,536
PURCHASED SERVICES	3,392,905	3,444,894	3,721,296	1,455,645	2,265,651	39.12%	36.07%	37.80%	213,197	1,242,448	1,282,569
SUPPLIES	411,013	377,522	444,208	220,269	223,939	49.59%	80.41%	81.52%	(83,313)	303,583	335,045
EQUIPMENT	1,034,238	1,057,823	1,190,091	1,099,051	91,040	92.35%	100.22%	100.19%	38,859	1,060,192	1,036,215
DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
OTHER EXPENDITURES	41,782	53,630	21,159	19,715	1,444	93.17%	31.55%	47.22%	2,797	16,918	19,728
TOTALS	11,918,447	12,349,007	13,436,311	8,438,586	4,997,725	62.80%	64.29%	65.22%	499,592	7,938,993	7,773,626

EXPENDITURES (PROGRAM SERIES)						April 30, 2020	April 30, 2019	April 30, 2018	Current YTD vs. PYTD	April 30, 2019	April 30, 2018
	June 30, 2018	June 30, 2019	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
SITE ADMINISTRATION	73,829	78,555	59,446	47,651	11,795	80.16%	84.57%	82.99%	(18,783)	66,435	61,274
DISTRICT ADMINISTRATION	124,308	125,920	112,225	81,261	30,964	72.41%	81.82%	80.99%	(21,765)	103,027	100,676
SUPPORT SERVICES	186,293	187,030	218,630	279,592	(60,962)	127.88%	133.71%	130.58%	29,524	250,068	243,255
REGULAR INSTRUCTION	1,460,269	1,457,714	1,534,281	567,591	966,690	36.99%	36.28%	34.93%	38,766	528,825	510,124
EXTRA-CURRICULAR ACTIVITES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
VOCATIONAL INSTRUCTION	298,845	295,462	313,508	212,432	101,076	67.76%	61.16%	67.36%	31,729	180,703	201,298
SPECIAL EDUCATION	6,860,327	6,998,990	7,717,900	4,786,284	2,931,616	62.02%	62.61%	64.38%	404,224	4,382,061	4,416,546
INSTRUCTIONAL SUPPORT	370,375	460,906	484,252	240,177	244,075	49.60%	54.85%	65.51%	(12,610)	252,787	242,636
PUPIL SUPPORT SERVICES	1,191,715	1,277,968	1,368,136	895,114	473,022	65.43%	66.94%	67.66%	39,645	855,468	806,293
FACILITIES	1,352,486	1,466,464	1,627,933	1,328,482	299,451	81.61%	89.99%	88.10%	8,862	1,319,620	1,191,524
OTHER FINANCING USES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTALS	11,918,447	12,349,007	13,436,311	8,438,586	4,997,725	62.80%	64.29%	65.22%	499,592	7,938,993	7,773,626

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

Goodhue County Education District | April 30, 2020

SUMMARY - ALL FUNDS				April 30, 2020			April 30, 2019		April 30, 2018		
SUMMARY	June 30, 2018	June 30, 2019	Revised Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	April 30, 2019	April 30, 2018
REVENUE	12,174,308	12,418,492	13,159,671	8,584,898	4,574,773	65.24%	66.55%	67.94%	320,110	8,264,788	8,271,351
EXPENDITURES	11,918,447	12,349,032	13,436,311	8,438,586	4,997,725	62.80%	64.29%	65.22%	499,592	7,938,993	7,773,626
SPENDING VARIANCE	255,861	69,460	(276,640)	146,312	N/A	N/A	N/A	N/A	(179,482)	325,795	497,725



**GOODHUE CO ED DISTRICT
2019-20 CASH FLOW**

AS OF 5-22-20

JULY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2019	-	-	-	-	-	1,434,138.75
7/1/2019	(43,029.38)	-	-	-	-	1,391,109.37
7/9/2019	-	-	236,837.68	-	-	1,627,947.05
7/15/2019	(637,362.45)	(164,129.04)	-	-	-	826,455.56
7/20/2019	-	-	227,521.46	-	-	1,053,977.02
7/31/2019	(476,693.88)	(144,145.56)	239,884.63	-	-	673,022.21
ENDING BALANCE	(1,157,085.71)	(308,274.60)	704,243.77	-	-	673,022.21

AUGUST

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2019	-	-	-	-	-	673,022.21
8/4/2019	-	-	-	24,380.10	-	697,402.31
8/15/2019	(297,252.41)	(231,078.61)	-	-	-	169,071.29
8/17/2019	(304,998.31)	-	152,538.43	-	514,808.32	531,419.73
8/30/2019	(160,606.06)	(147,134.41)	622,161.32	387,976.98	-	1,233,817.56
ENDING BALANCE	(762,856.78)	(378,213.02)	774,699.75	412,357.08	514,808.32	1,233,817.56

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2019	-	-	-	-	-	1,233,817.56
9/15/2019	(341,412.32)	(168,575.10)	114,719.15	555,804.73	-	1,394,354.02
9/17/2019	(659,725.78)	-	-	-	-	734,628.24
9/30/2019	(115,314.55)	(166,480.86)	301,528.08	128,058.92	-	882,419.83
ENDING BALANCE	(1,116,452.65)	(335,055.96)	416,247.23	683,863.65	-	882,419.83

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2019	-	-	-	-	170,512.42	1,052,932.25
10/9/2019	(210,023.82)	-	78,056.63	-	21,903.71	942,868.77
10/15/2019	-	(169,005.07)	-	51,798.58	4,395.07	830,057.35
10/20/2019	(209,376.35)	-	-	-	-	620,681.00
10/31/2019	(117,155.43)	(168,060.30)	905,729.17	158,715.94	-	1,399,910.38
ENDING BALANCE	(536,555.60)	(337,065.37)	983,785.80	210,514.52	196,811.20	1,399,910.38

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2019	(75,779.17)	-	-	-	-	1,324,131.21
11/5/2019	-	-	-	-	296,160.40	1,620,291.61
11/15/2019	(266,030.71)	(171,293.56)	-	64,748.24	-	1,247,715.58
11/20/2019	-	-	247,043.12	-	-	1,494,758.70
11/30/2019	(112,627.07)	(166,413.53)	873.91	-	-	1,216,592.01
ENDING BALANCE	(454,436.95)	(337,707.09)	247,917.03	64,748.24	296,160.40	1,216,592.01

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2019	-	-	-	-	0.11	1,216,592.12
12/8/2019	(104,144.19)	-	252,574.73	-	-	1,365,022.66
12/15/2019	(115,202.00)	(169,639.35)	-	110,332.49	-	1,190,513.80
12/20/2019	(117,008.98)	-	490,607.11	-	-	1,564,111.93
12/31/2019	(114,195.55)	(167,098.51)	1,078.44	68,004.25	-	1,351,900.56

ENDING BALANCE	(450,550.72)	(336,737.86)	-	744,260.28	178,336.74	0.11	1,351,900.56
----------------	--------------	--------------	---	------------	------------	------	--------------

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2020	-	-	6,279.02	-	-	1,358,179.58
1/8/2020	(706,761.84)	-	-	-	-	651,417.74
1/15/2020	(111,193.93)	(159,885.48)	147,169.02	113,340.43	-	640,847.78
1/20/2020	(168,531.52)	-	-	-	-	472,316.26
1/31/2020	(115,808.28)	(165,199.69)	155,142.77	151,203.06	-	497,654.12
ENDING BALANCE	(1,102,295.57)	(325,085.17)	308,590.81	264,543.49	-	497,654.12

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2020	(130,872.71)	-	-	-	270,423.21	637,204.62
2/15/2020	(120,979.55)	(170,393.50)	333,368.72	181,609.08	-	860,809.37
2/16/2020	-	-	-	-	-	860,809.37
2/20/2020	(80,659.88)	-	-	-	-	780,149.49
2/28/2020	(113,950.09)	(164,798.11)	141,285.20	121,179.79	-	763,866.28
ENDING BALANCE	(446,462.23)	(335,191.61)	474,653.92	302,788.87	270,423.21	763,866.28

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2020	(166,269.50)	-	181,191.96	-	-	778,788.74
3/15/2020	(116,407.66)	(168,482.59)	-	121,179.80	-	615,078.29
3/20/2020	(220,064.41)	-	291,207.59	-	-	686,221.47
3/31/2020	(169,026.18)	(254,670.51)	359,476.76	285,764.51	-	907,766.05
ENDING BALANCE	(671,767.75)	(423,153.10)	831,876.31	406,944.31	-	907,766.05

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2020	(10,835.11)	-	89,324.27	-	-	986,255.21
4/15/2020	(350,638.88)	(179,875.19)	-	105,493.86	-	561,235.00
4/20/2020	-	-	180.02	-	287,573.62	848,988.64
4/30/2020	(223,014.79)	(174,258.27)	472.29	242,183.69	122,995.74	817,367.30
ENDING BALANCE	(584,488.78)	(354,133.46)	89,976.58	347,677.55	410,569.36	817,367.30

MAY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2020	-	-	202,573.14	-	-	1,019,940.44
5/15/2020	(257,967.46)	(175,171.58)	-	130,359.86	-	717,161.26
5/20/2020	-	-	340,037.29	-	-	1,057,198.55
5/31/2020	(118,493.64)	(177,004.80)	186,518.10	130,359.86	-	1,078,578.07
ENDING BALANCE	(376,461.10)	(352,176.38)	729,128.53	260,719.72	-	1,078,578.07

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2020	-	-	-	-	-	1,078,578.07
6/15/2020	(189,164.78)	(176,924.91)	-	-	-	712,488.38
6/20/2020	(178,951.82)	-	-	130,359.86	-	663,896.42
6/30/2020	(149,424.31)	(188,265.01)	172,772.33	-	146,298.92	645,278.35
ENDING BALANCE	(517,540.92)	(365,189.91)	172,772.33	130,359.86	146,298.92	645,278.35

TOTALS	(8,176,954.76)	(4,187,983.53)	-	6,478,152.34	3,262,854.03	1,835,071.52	645,278.35
--------	----------------	----------------	---	--------------	--------------	--------------	------------

Monthly Bank Reconciliation
April 30, 2020

Bank Statement Date: 4/30/2020

MSDLAF	\$42.23
MSDMAX	\$952,026.87
MERCHANTS BANK - GENERAL	\$7,799.17
MERCHANTS BANK - PAYROLL	(\$100,405.61)
MERCHANTS BANK - SWEEP	\$7.48
U.S. BANK	\$0.00

Ending Balance from Bank Statement \$859,470.14

Add Deposits in Transit:

Deposit Date	Amount	Deposit Date	Amount
MSDLAF	\$122,995.74	TRANSFER TO SWP	\$0.00
MERCHANTS	\$0.00		\$0.00
	\$0.00		\$0.00
			\$0.00

Total Deposits in Transit **\$122,995.74**

Subtotal **\$982,465.88**

Subtract Outstanding Checks:

Account	Amount	Account	Amount
BANK OF ZUMBROTA	\$0.00	TRANSFER FRM SWEEP	\$7.48
U.S. BANK AP CHECKS	\$0.00		
MERCHANTS - PR	\$0.00		
MERCHANTS - AP	\$165,199.09		
	\$0.00		

Total Outstanding Checks **\$165,206.57**

Computed Book Balance **\$817,259.31**

Balance per Your Books 817,259.31

Difference **\$0.00**

Business Manager Report 5-28-20

Budget 2019-20 as of 4/30/20

We have received \$8,584,898 or 65.24% of the revised revenue budget, compared to 66.55% at 4/30/19 and 67.94 at 4/30/18. We have expended \$8,438,586 or 62.8% of the revised expense budget, compared to 64.29% at 4/30/19 and 65.22% at 4/30/18.

Cash Flow

Cash Flow has improved and is looking good for the school year. Cash flow for next year has many low spots in Spring of 2021. This assumes the 90/10 aid shift continues into 2020-21

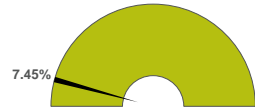
April Bank Rec

For your information

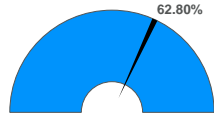
General Fund | Expenditure Dashboard Summary

For the Period Ending April 30, 2020

Projected Year-End Balances as % of Budgeted Expenditures

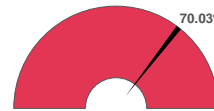


Actual YTD Expenditures



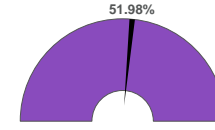
Projected YTD Expenditures
65.54%

Actual YTD Salaries / Benefits



Projected YTD Salaries / Benefits
72.05%

Actual YTD Other Objects

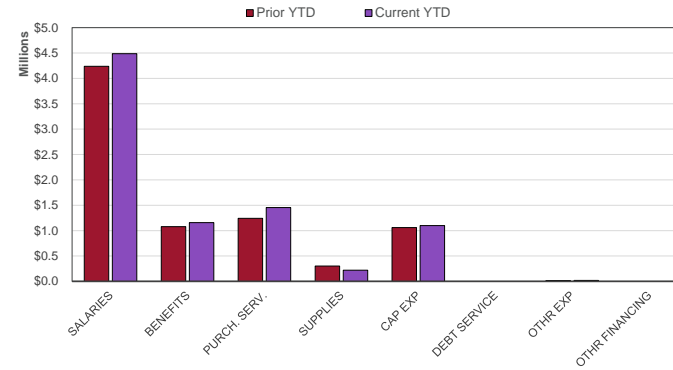


Projected YTD Other Objects
55.78%

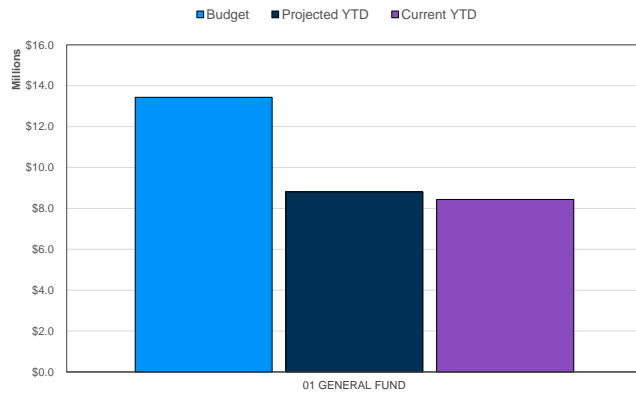
Top 10 General Fund Expenditures by Program (Year-to-Date)

Teachers Salary	\$1,436,996.15
Interest On Capital Lease	\$604,973.50
Exec Mgr Prof Salary	\$602,080.98
School Psych Salary	\$447,753.84
Principal On Capital Lease	\$427,986.14
Pymt To Other Agency	\$386,946.94
Social Worker Salary	\$371,738.99
Nonlicensed Fica	\$328,975.15
Group Hospital Ins	\$318,542.50
Speech Pathologist - Salary	\$303,998.59
Percent of Total Expenditures Year-to-Date	61.98%

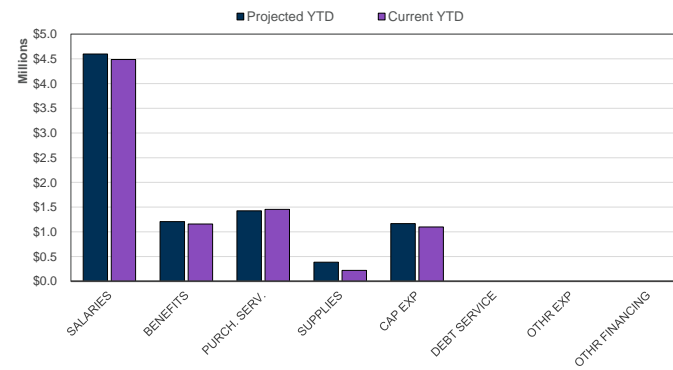
Expenditures by Object | Prior YTD vs. Current YTD



Expenditures by Fund | Budget / Projected YTD / Current YTD



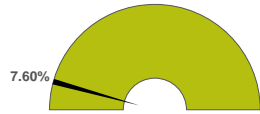
Expenditures by Object | Projected YTD vs. Current YTD



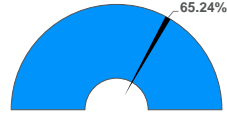
General Fund | Revenue Dashboard Summary

For the Period Ending April 30, 2020

Projected Year-End Balances as % of Budgeted Revenue

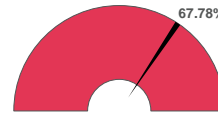


Actual YTD Revenues



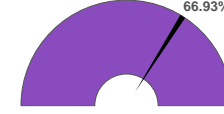
Projected YTD Revenues
68.74%

Actual YTD by Local Sources



Projected YTD Local Sources
68.70%

Actual YTD by State Sources

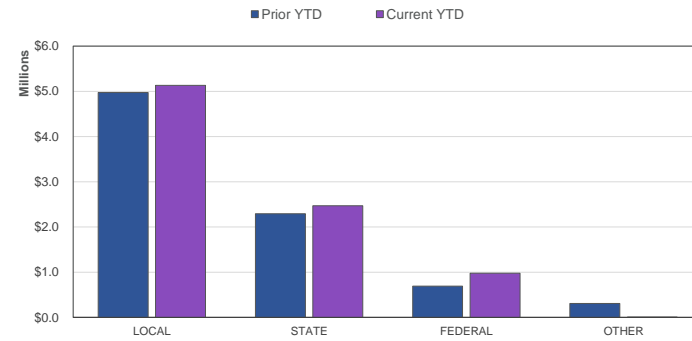


Projected YTD State Sources
78.43%

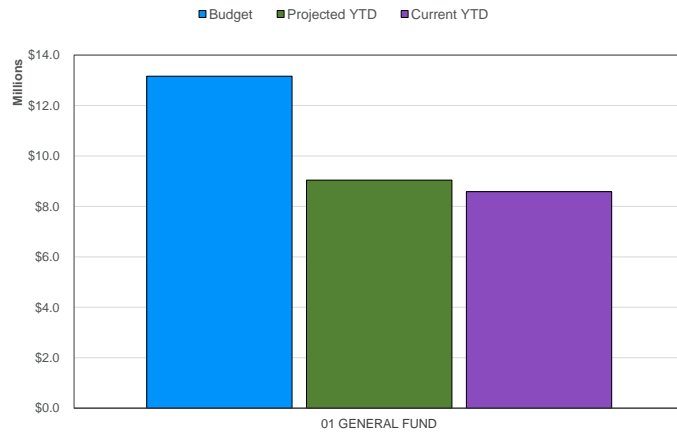
Top 10 General Fund Sources of Revenue (Year-to-Date)

Receipts/Mn Sch Dist	\$4,576,449.69
Tran-Contract/Pub	\$2,327,988.79
Federal Aids & Grant	\$977,153.08
Misc Revenue	\$543,747.90
General Education Aid	\$134,646.66
Earnings Fr Temp Dep	\$10,099.33
Misc Rev Thru Mde	\$6,279.12
Insurance Recovery	\$4,010.44
Sale Of Materials	\$2,021.56
Donations	\$1,630.98
Percent of Total Revenues Year-to-Date	99.99%

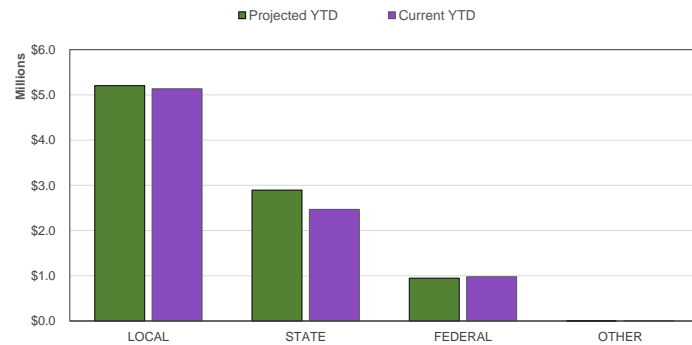
Revenue by Source | Prior YTD vs. Current YTD



Total Revenue | Budget / Projected YTD / Current YTD



Revenue by Source | Projected YTD vs. Current YTD



B. HIPPA Compliant Platform

Zoom for Healthcare



Video Communications for Telehealth

Increase quality of care and build engagement with modern video communications

Improve patient outcomes

Expedite hospital staff and specialist collaboration for patient care with real-time video communications.

Maximize your resources

Utilize resources and hardware you already have to expand your capabilities and telehealth offerings.

Boost internal communications

Foster collaboration and face-to-face meetings, trainings, and recruiting with participants in any location.

- + HD video and audio provide exceptional clarity and quality for telehealth visits.
- + Patients may be treated virtually from anywhere, from any device, ensuring timely medical care.
- + Consistent high-quality video conferencing, even in low-bandwidth environments.
- + Simple user management and single sign-on make video a seamless component of the telehealth experience.



“Other applications don’t allow for multiple members to join in a HIPAA enabled setting, but Zoom does. Now doctor, patient, and family members can be in the conversation.”

Dr. Chris Gallagher, MD
Access Physicians

Access  Physicians



Compliance and security

Multi-layer security with AES-256 encryption



Integrate seamlessly with Epic

Launch a video visit directly from the Epic applications’ telehealth workflows.



Patient waiting room

Providers can see who is waiting while maintaining patient privacy.



Accessibility for all participants

Ensure that everyone can participate equitably with closed captioning and keyboard shortcuts.



Recording session review

Save your meetings for consultation and review (local desktop recording with signed BAA to enable HIPAA compliance for clinical application, or in the cloud for non-clinical applications).

Enhanced collaboration features

Collaborate with other doctors and specialists by annotating directly on the shared screen so that notations are visible to all attendees.

Medical device integrations

Examine and treat patients virtually with far-end camera control, EHR and medical device integrations, and in telehealth carts.



Zoom supports secure workflows for telehealth

What does video-enabled patient care look like? Let's take a look!



Ensure timely internal communications between administrative and medical staff across the hospital.



Telehealth consultations connect physicians, patients, and specialists for regular or urgent care.



Progressive health education and preventative care for high-risk populations.



Widespread, immediate coordination and real-time assessment for disaster response.



Cost-effective continuing education and ongoing training for healthcare professionals.



Provide virtual behavioral and mental health in 1-1 or group sessions that patients may join from their homes.



"Zoom provides us a secure connection – physician to physician, nurse to nurse, patient to social services."

Rachel Dunagan
AV Technician



- C. Fall Professional Development Plans
- D. FY20 Q-Comp Update



GCED became a Q-Comp District beginning in the 2017-18 school year. Currently, 105 school districts, 77 charter schools, one intermediate district and one education district have implemented programs. These programs serve approximately half of the students in Minnesota public schools. There are an additional 22 school districts, charter schools and education districts on the waiting list for funding.

- This is a valuable funding source to support our teachers' professional growth.
 - The funds pay stipends for our PLC Coordinator and PLC Leaders. We would like to recognize and thank the efforts of these teacher leaders:
 - Weston Johnson, PLC Coordinator
 - Emily Grobe, Elementary REACH PLC Leader
 - Samantha Roban, Secondary REACH PLC Leader
 - Becky Norton, Pathways PLC Leader
 - Molly Dodge-Brage, Paraprofessionals PLC Leader
 - Our teachers earn \$200 each in performance pay for their involvement in our Teacher Development and Evaluation program.
 - Direct connection to the work in our PLCs. PLCs collaborate to determine student learning outcome goals.
 - Teachers follow the Marzano Framework for Professional Growth, focused on improving student learning outcomes.
- Our teachers' collaborative work focused on improving student outcomes supports our student outcome goals as required by the Minnesota Department of Education. Our FY20 goals and outcomes include:
 - Student Proficiency Goal as measured by the state accountability tests, MCA and MTAS
 - ORIGINAL GOAL: The percentage of all students tested meeting enrollment criteria at River Bluff Education Center who earn a proficient achievement level in Reading on all state academic accountability tests will increase from 44.4% 2019 to 45% in 2020.
 - REVISED PLAN: Due to COVID19 there were no state tests this year. Per MDE, if there is not an assessment, there is no performance pay awarded for that goal. Our Q Comp Oversight Team met and opted to transfer the performance pay for this particular goal to our Student Growth goal.
 - Student Growth Goal

- ORIGINAL GOAL: The K-10 students (participating in universal benchmarking) at River Bluff Education Center will increase from last year's median Student Growth Percentile (grade level peers) of 40 SGP to 41 SGP when measured by the FASTBridge Learning reading assessments from Fall 2019 to Spring 2020.
- REVISED GOAL DUE TO COVID: The K-10 students (participating in universal benchmarking) at River Bluff Education Center will increase from last year's median Student Growth Percentile (grade level peers) of 40 SGP to 41 SGP when measured by the FASTBridge Learning reading assessments from Fall 2019 to Winter 2020.
- OUTCOME: Goal met! The median Student Growth Percentile was 44.5.
- Teachers will receive \$300 performance pay for meeting this goal (\$150 for Proficiency goal change and \$150 for student growth goal).

Congratulations and hearty thanks to all of our GCED educators!

E. COVID-19 Response Plan

V. **Old Business:**

A. Distance Learning Plan Update & Absence Protocol



River Bluff Education Center Pathways Distance Learning Plan Updated 5/4/2020

As a result of the extended closure of school, River Bluff Education Center has developed the **River Bluff Education Center Pathways Distance Learning Plan**. The plan for the Pathways program is below..

General Information About the Distance Learning Plan:

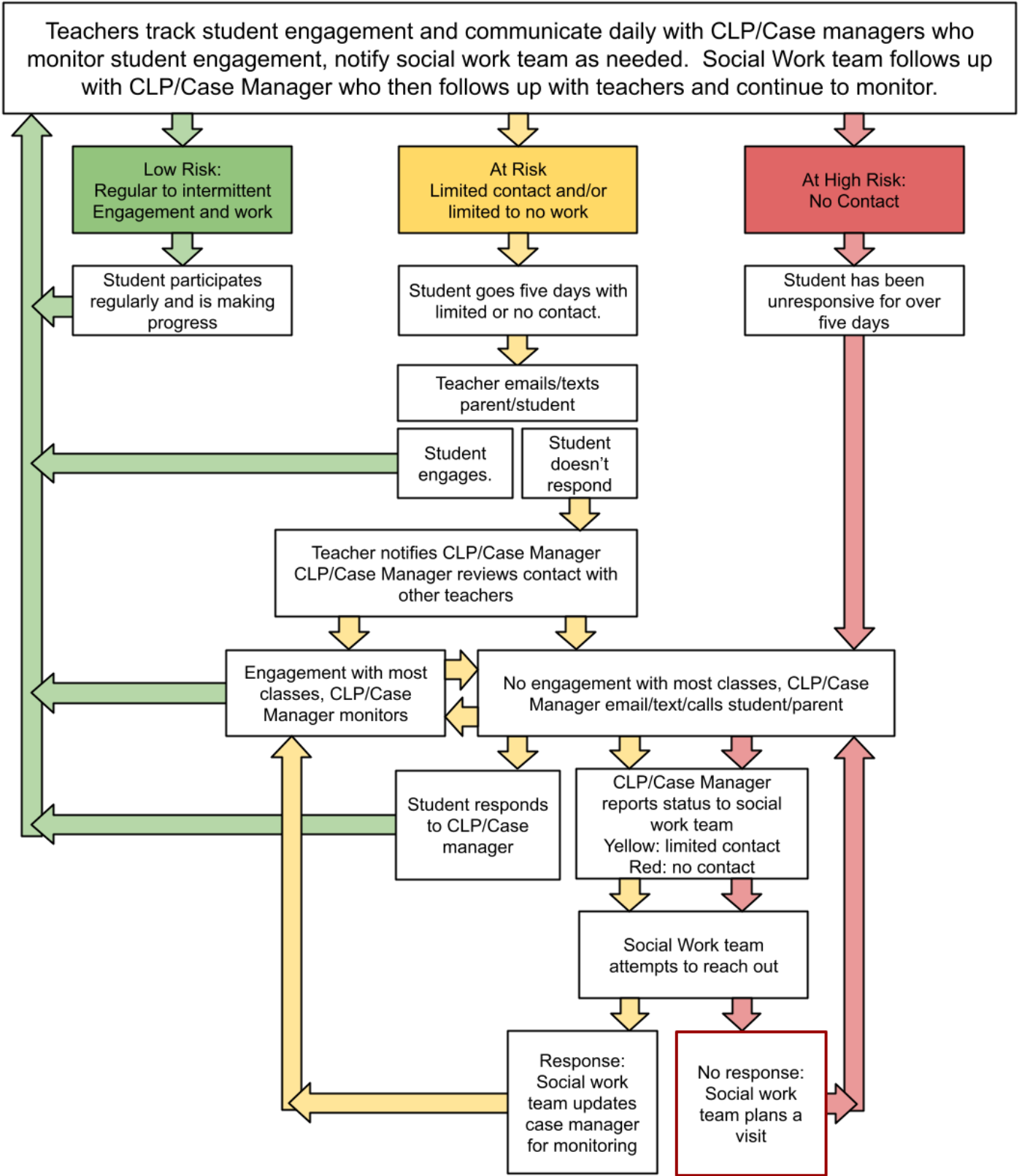
- ★ **DISTANCE LEARNING:** The MN Department of Education defines distance learning as the following: *“Students engaging in distance learning have access to appropriate educational materials and receive daily interaction with their licensed teacher(s).”* Our Distance Learning Plan is not the same as our Flexible Learning Days (used for Snow Days). Students are expected to be online each day, interacting with their teacher, and engaging in learning. Classes will be aligned to the MN Standards. Instruction will be different and assessments will be different than a flexible learning day.
- ★ **CLASS ATTENDANCE:** Students will need to check in for their “Google Classroom” as daily attendance will be taken via the teacher.
- ★ **STUDENT ABSENCE:** If students are ill or have an appointment, parents should still call the office (651-388-4441) to excuse them. Unless students are called in they will be expected to be online each day and complete and turn in daily classroom activities. Teachers will be notified of students who are called in as absent from their parents.
- ★ **STUDENT SUPPORT:** All teachers and social workers will be available to provide support and assistance for students each school day. Our social workers will work with students and/or parents to ensure continuity of services are provided.
- ★ **TEACHER WORKDAY:** Teachers will be able to work from home.
- ★ **TEACHER ABSENCE:** If a teacher is unable to be present for class (illness, personal leave, appointment, etc.), they will provide communication via email regarding an alternative teacher for the day.
- ★ **STUDENT WITH DISABILITIES:** The specific needs of students with disabilities are outlined in the student's Individual Education Program (IEP). Teachers will continue to apply the accommodations and modifications required for each student per their IEP. During a district closure, special education teachers will be in contact with students and/or parents on a daily basis to ensure the continuity of service is provided as is appropriate. Students on IEP's will continue to receive support services. SPED case managers will continue to address individual IEP goals.
- ★ **BREAKFAST AND LUNCH:** All students ages 18 and under in our school district have the opportunity to get a FREE breakfast and lunch during distance learning. Lunch and Breakfast will be delivered to student homes or designated address between 11:30am - 1:00pm each day. Please contact the school if you have a need for delivery.
- ★ **CLP ADVISORY:** Our advisors will stay connected to their students and will have weekly meetings in Google Classroom to connect and offer any needed support.

- ★ **TECHNOLOGY:** Chromebooks will be provided to students who do not have devices to use during distance learning. If you do not have internet/reliable internet at your residence, please connect with your student’s advisor and we will problem solve a solution so that your student has the ability to be an active participant in her/his classes.
- ★ **SCHOOL AGE CARE:** please connect with your resident district if you require child care for younger students in your home. If you do not know who to contact, please reach out to us and we will assist in finding that information.
- ★ **GOOGLE CLASSROOM SCHEDULE:** Teachers and students will interact each day in Google Classroom. Face to Face interaction or instruction will occur through Google Classroom; this will be called “Google Classroom Time”. In order for this to be available for all classes, we need a Google ClassroomTime Schedule. The schedule below will be used by teachers to connect with students through Google Classroom.

Monday	Tuesday	Wednesday	Thursday	Friday
1st Period: 9:00 am	4th Period: 9:00 am	8th Period: 9:00 am	CLP Advisor Time: 9:30-10:30	CLP Advisor Time: 9:30-10:30
2nd Period: 10:00 am	5 /6 Period: 10:00 am	9th Period: 10:00 am		
3rd Period: 11:00 am	7th Period: 11:00 am	10th Period: 11:00 am		

Please see page 3 for student engagement chart.

Pathways Team Student Engagement Flowchart





River Bluff Education Center

REACH Distance Learning Plan: Updated May 4, 2020

As a result of the extended closure of school, River Bluff Education Center has developed the **River Bluff Education Center REACH Distance Learning Plan**. The plan for the REACH program is below.

General Information About the Distance Learning Plan:

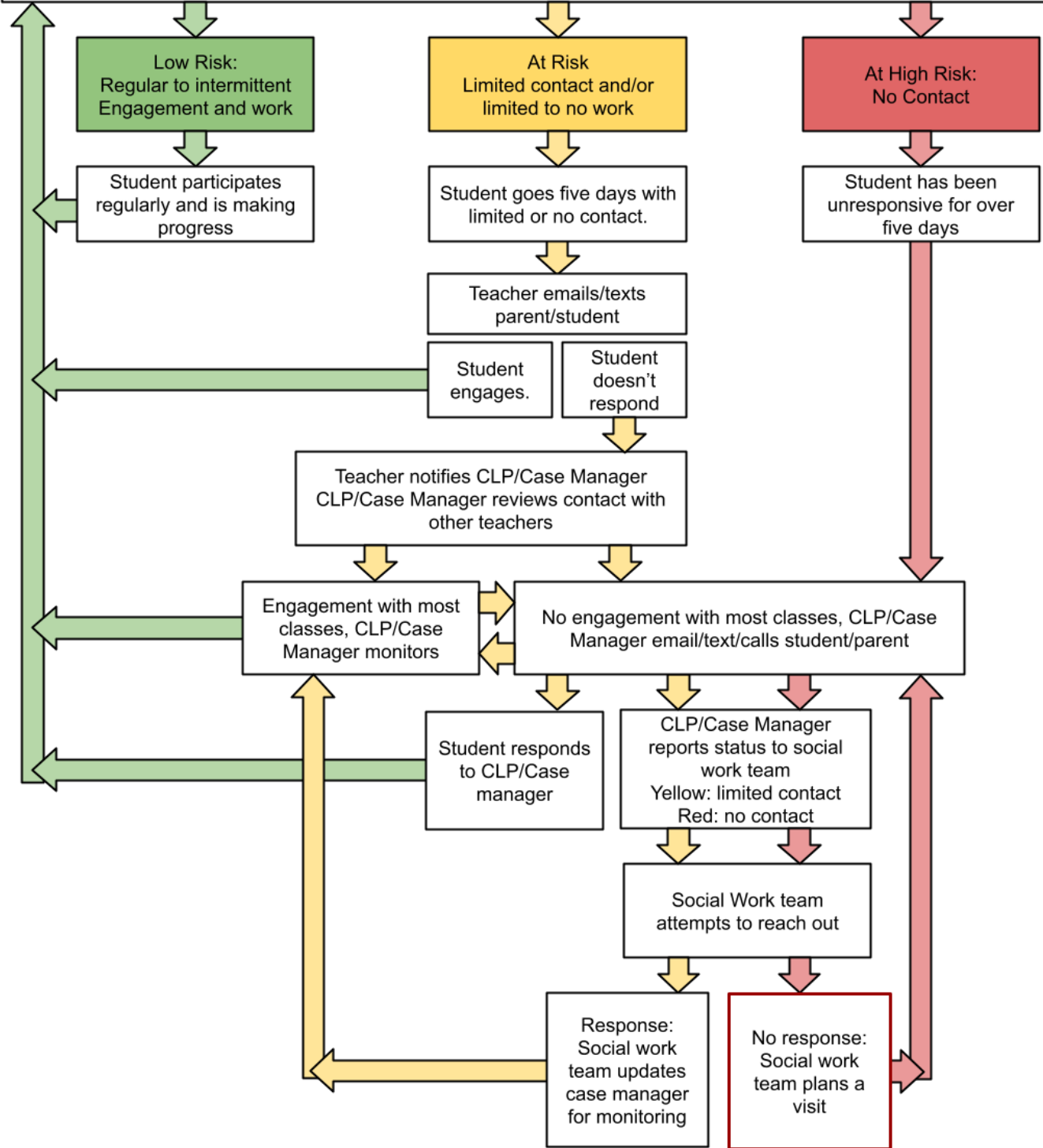
- ★ **DISTANCE LEARNING:** The MN Department of Education defines distance learning as the following: *“Students engaging in distance learning have access to appropriate educational materials and receive daily interaction with their licensed teacher(s).”* Our Distance Learning Plan is not the same as our Flexible Learning Days (used for Snow Days). Students are expected to be online each day, interacting with their teacher, and engaging in learning. Classes will be aligned to the MN Standards. Instruction will be different and assessments will be different than a flexible learning day.
- ★ **ZOOM APP:** Teachers will use the Zoom App to provide direct face to face instruction and interaction with students. Teachers will arrange blocks of time throughout the week for this face to face instruction via Zoom. This will be called “Zoom Time”.
- ★ **ZOOM TIME:** “Zoom Time” for each student’s classes will be coordinated and scheduled and will not overlap. Class periods of 1st, 2nd,, and 3rd hours will have “Zoom Time” on Mondays. Class periods of 4th, 5/6th, and 7th hours will have “Zoom Time” on Tuesdays. Class periods of 8th, 9th, and 10th hours will have “Zoom Time” on Wednesdays. Student’s will have “Zoom Time” with their case manager on Thursdays and Fridays. *PLEASE SEE THE ZOOM TIME SCHEDULE BELOW.*
- ★ **CLASS ATTENDANCE:** Students will need to check in for their “Zoom Times” as daily attendance will be taken via the teacher.
- ★ **STUDENT ABSENCE:** If students are ill or have an appointment, parents should still call the office (651-388-4441) and leave a message to excuse them. Unless students are called in they will be expected to be online each day and complete and turn in daily classroom activities. Teachers will be notified of students who are called in as absent from their parents. Also, call the office if your student is having technical issues on any given day.
- ★ **STUDENT SUPPORT:** All teachers and school social workers will be available to provide support and assistance for students from 8:30am - 3:30pm each school day. Our social workers will work with students and/or parents to ensure continuity of services are provided.
- ★ **TEACHER WORKDAY:** Teachers will be able to work from home.
- ★ **TEACHER ABSENCE:** If a teacher is unable to be present for class (illness, personal leave, appointment, etc.), they will provide communication via email regarding an alternative teacher for the day.
- ★ **STUDENTS WITH DISABILITIES:** The specific needs of each student with a disability are outlined in the student's Individual Education Program (IEP). Teachers will continue to apply the accommodations and modifications required for each student per their IEP. During a district closure, special education teachers will be in contact with students and/or parents on a daily basis to ensure the continuity of service is provided as is appropriate. Students on IEP’s will continue to receive support services. SPED case managers will continue to address individual IEP goals.

- ★ **BREAKFAST AND LUNCH:** All students ages 18 and under in our school district have the opportunity to get a FREE breakfast and lunch during distance learning. Lunch and Breakfast will be delivered to student homes or designated address between 11:30am - 1:00pm each day. Please contact the school if you have a need for delivery.
- ★ **TECHNOLOGY:** Chromebooks will be provided to students who do not have devices to use during distance learning. If you do not have internet/reliable internet at your residence, please connect with your student’s advisor and we will problem solve a solution so that your student has the ability to be an active participant in her/his classes.
- ★ **SCHOOL AGE CARE:** please connect with your resident district if you require child care for younger students in your home. If you do not know who to contact, please reach out to us and we will assist in finding that information.
- ★ **ZOOM TIME SCHEDULE:** Teachers and students will interact each day in Zoom. Face to Face interaction or instruction will occur through the Zoom App as well; this will be called “Zoom Time”. In order for this to be available for all classes, we need a Zoom Time Schedule. The schedule below will be used by teachers to connect with students through the Zoom App.

Monday	Tuesday	Wednesday	Thursday	Friday
1st Period: 9:00 am	4th Period: 9:00 am	8th Period: 9:00 am	Casemanager Time: 9:30-10:30	Casemanager Time: 9:30-10:30
2nd Period: 10:00 am	5 /6 Period: 10:00 am	9th Period: 10:00 am		
3rd Period: 11:00 am	7th Period: 11:00 am	10th Period: 11:00 am		

Please see page 3 for REACH Team student engagement chart.

Teachers track student engagement and communicate daily with CLP/Case managers who monitor student engagement, notify social work team as needed. Social Work team follows up with CLP/Case Manager who then follows up with teachers and continue to monitor.



B. RBEC Staffing Update

RBEC 19-20 Staffing

Pod/Area	19-20 Teacher FTE	19-20 Para FTE	Pod/Area	20-21 Teacher FTE	20-21 Para FTE	Caseload Guide
Cannon			Cannon			1 Teacher to 8 students (with one para)
A K-3	1.0	2.0	A K-1	1.0	2.0	
B 3-5	1.0	1.0	B 2-3	1.0	1.0	
C 5-8	1.0	1.0	C 4-5	1.0	1.0	
20 Students						
Jordan			Jordan			1 Teacher to 6 students (with 2 paras)
A	1.0	2.0	A	1.0	2.0	
B	1.0	3.0	B	1.0	3.0	
10 students						
STEP			STEP			
14 students	2.0	1.0		2.0	1.0	
WBL	0.0		WBL	0.0		
Mississippi			Mississippi			1 Teacher to 8 students (with one para)
6-8	2.0	2.0	6-8	2.0	2.0	
14 students						
Zumbro	3.0	3.0	Zumbro	3.0	3.0	1 Teacher to 8 students (with one para)
24 students						
Other			Other			
DAPE	1.0		DAPE	1.0		
Social Work	3.0		Social Work	4.0		Addition to support ALC (TV/Pathways)
CTSS	Contracted		CTSS Option 3*	1.0 QMHP 2.0 MHP		
Pathways	6.0 split w REACH		6.0 split w REACH			
PAES	1.0		PAES	1.0	1.0	
Read 180	1.0		Read 180	1.0		
Instructional Coach	1.0		Instructional Coach	1.0		*Must be approved through DHS to proceed
Psychologist	0.2		Psychologist	0.2		
Coordinator	1.0		Coordinator	1.0		
Director	1.0		Director	1.0		
BCBA	0.5		BCBA	0.5		
Teacher Sub	1.0		Teacher Sub	1.0		
Para Sub	0.0		Para Sub	1.0		
*Must be approved through DHS to proceed						
	reduction					
	addition					

VI. New Business:
A. FY21 Budget



**GOODHUE CO ED DISTRICT
2020-21 CASH FLOW**

AS OF 5-22-20

JULY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2020	-	-	-	-	-	645,278.35
7/1/2020	(43,889.97)	-	-	-	-	601,388.38
7/9/2020	-	-	234,469.30	185,894.33	-	1,021,752.02
7/15/2020	(650,109.70)	(177,259.36)	-	-	-	194,382.95
7/20/2020	-	-	225,246.25	84,497.42	-	504,126.62
7/31/2020	(486,227.76)	(155,677.20)	237,485.78	-	-	99,707.44
ENDING BALANCE	(1,180,227.42)	(332,936.57)	- 697,201.33	270,391.75	-	99,707.44

AUGUST

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2020	-	-	-	-	-	99,707.44
8/4/2020	-	-	-	321,090.21	-	420,797.65
8/15/2020	(303,197.46)	(249,564.90)	-	-	-	(131,964.71)
8/17/2020	(311,098.28)	-	151,013.05	-	514,808.32	222,758.38
8/30/2020	(163,818.18)	(158,905.16)	615,939.71	250,504.22	-	766,478.97
	(778,113.92)	(408,470.06)	- 766,952.75	571,594.43	514,808.32	766,478.97

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2020	-	-	-	-	-	766,478.97
9/15/2020	(348,240.57)	(182,061.11)	113,571.96	84,497.42	-	434,246.67
9/17/2020	(672,920.30)	-	-	-	-	(238,673.62)
9/30/2020	(117,620.84)	(179,799.33)	298,512.80	250,504.22	-	12,923.23
ENDING BALANCE	(1,138,781.70)	(361,860.44)	- 412,084.76	335,001.65	-	12,923.23

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2020	-	-	-	-	170,512.42	183,435.65
10/9/2020	(214,224.30)	-	77,276.06	-	21,903.71	68,391.13
10/15/2020	-	(182,525.48)	-	67,597.94	4,395.07	(42,141.34)
10/20/2020	(213,563.88)	-	-	-	-	(255,705.22)
10/31/2020	(119,498.54)	(181,505.12)	896,671.88	267,403.71	-	607,366.70
ENDING BALANCE	(547,286.71)	(364,030.60)	- 973,947.94	335,001.65	196,811.20	607,366.70

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2020	(77,294.75)	-	-	-	-	530,071.95
11/5/2020	-	-	-	-	296,160.40	826,232.35
11/15/2020	(271,351.32)	(184,997.04)	-	84,497.42	-	454,381.40
11/20/2020	-	-	244,572.69	-	-	698,954.09
11/30/2020	(114,879.61)	(179,726.61)	865.17	135,195.88	-	540,408.92
ENDING BALANCE	(463,525.69)	(364,723.66)	- 245,437.86	219,693.30	296,160.40	540,408.92

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2020	-	-	-	-	0.11	540,409.03
12/8/2020	(106,227.07)	-	250,048.98	-	-	684,230.94
12/15/2020	(117,506.04)	(183,210.50)	-	185,894.33	-	569,408.73
12/20/2020	(119,349.16)	-	485,701.04	-	-	935,760.61
12/31/2020	(116,479.46)	(180,466.39)	1,067.66	101,396.91	-	741,279.32

ENDING BALANCE	(459,561.73)	(363,676.89)	-	736,817.68	287,291.24	0.11	741,279.32
----------------	--------------	--------------	---	------------	------------	------	-------------------

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2021	-	-	6,216.23	-	-	747,495.55
1/8/2021	(720,897.08)	-	-	-	-	26,598.47
1/15/2021	(113,417.81)	(172,676.32)	145,697.33	168,994.85	-	55,196.52
1/20/2021	(171,902.15)	-	-	-	-	(116,705.63)
1/31/2021	(118,124.45)	(178,415.67)	153,591.34	135,195.88	-	(124,458.52)
ENDING BALANCE	(1,124,341.48)	(351,091.98)	-	305,504.90	304,190.72	(124,458.52)

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2021	(133,490.16)	-	-	-	270,423.21	12,474.52
2/15/2021	(123,399.14)	(184,024.98)	330,035.03	135,195.88	-	170,281.31
2/16/2021	-	-	-	-	-	170,281.31
2/20/2021	(82,273.08)	-	-	-	-	88,008.23
2/28/2021	(116,229.09)	(177,981.96)	139,872.35	168,994.85	-	102,664.37
ENDING BALANCE	(455,391.47)	(362,006.94)	-	469,907.38	304,190.72	102,664.37

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2021	(169,594.89)	-	179,380.04	-	-	112,449.52
3/15/2021	(118,735.81)	(181,961.20)	-	168,994.85	-	(19,252.64)
3/20/2021	(224,465.70)	-	288,295.51	-	-	44,577.17
3/31/2021	(172,406.70)	(275,044.15)	355,881.99	202,793.81	-	155,802.13
ENDING BALANCE	(685,203.11)	(457,005.35)	-	823,557.55	371,788.66	155,802.13

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2021	(11,051.81)	-	88,431.03	-	-	233,181.34
4/15/2021	(357,651.66)	(194,265.21)	-	135,195.88	-	(183,539.65)
4/20/2021	-	-	178.22	-	287,573.62	104,212.19
4/30/2021	(227,475.09)	(188,198.93)	467.57	291,928.38	122,995.74	103,929.87
ENDING BALANCE	(596,178.56)	(382,464.14)	-	89,076.81	427,124.26	103,929.87

MAY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2021	-	-	200,547.41	-	-	304,477.28
5/15/2021	(263,126.81)	(189,185.31)	-	168,994.85	-	21,160.01
5/20/2021	-	-	336,636.92	-	-	357,796.92
5/31/2021	(120,863.51)	(191,165.18)	184,652.92	168,994.85	-	399,415.99
ENDING BALANCE	(383,990.32)	(380,350.49)	-	721,837.24	337,989.69	399,415.99

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2021	-	-	-	-	-	399,415.99
6/15/2021	(192,948.08)	(191,078.90)	-	-	-	15,389.01
6/20/2021	(182,530.86)	-	-	168,994.85	-	1,853.00
6/30/2021	(152,412.80)	(203,326.21)	171,044.61	-	146,298.92	(36,542.48)
ENDING BALANCE	(527,891.74)	(394,405.11)	-	171,044.61	168,994.85	(36,542.48)

TOTALS	(8,340,493.85)	(4,523,022.21)	-	6,413,370.82	3,933,252.90	1,835,071.52	(36,542.48)
--------	----------------	----------------	---	--------------	--------------	--------------	-------------

GOODHUE CO ED DISTRICT
GENERAL FUND REVENUE & EXPENDITURES - ANALYSIS
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

GENERAL FUND

REVENUE

REVENUE CATEGORIES	2nd Prior Year Final	Prior Year	Adopted Budget 2019-20	Revised Budget 2019- 20	Preliminary Budget 2020- 21	Received YTD	N/A	Budget Remaining	Current Year	FY 18-19	FY 17-18
									% of Budget Received	% of Actuals Received	% of Actuals Received
STATE	3,393,686	3,178,401	3,505,921	3,689,037	3,755,441	2,468,914	-	1,220,123	67%	72%	75%
FEDERAL	1,970,149	1,770,360	1,869,469	1,895,113	1,928,866	977,153	-	917,960	52%	39%	48%
TUITION	6,047,019	6,395,867	6,559,894	6,722,880	7,006,941	4,576,450	-	2,146,430	68%	69%	70%
LOCAL (FEES, INTEREST, ETC.)	735,941	1,039,025	856,146	852,641	1,115,627	562,381	-	290,260	66%	85%	77%
TOTALS	12,146,794	12,383,653	12,791,430	13,159,671	13,806,875	8,584,898	-	4,574,773	65%	67%	68%

EXPENDITURES - BY OBJECT

OBJECT SERIES	2nd Prior Year Final	Prior Year	Adopted Budget 2019-20	Revised Budget 2019- 20	Preliminary Budget 2020- 21	Expenses YTD	Encumb YTD	Budget Remaining	Current Year	FY 18-19	FY 17-18
									% of Budget Expended	% of Actuals Expended	% of Actuals Expended
SALARIES & WAGES	5,626,092	5,919,959	6,316,068	6,393,250	6,930,845	4,485,175	-	1,908,075	70%	72%	72%
EMPLOYEE BENEFITS	1,412,416	1,495,180	1,654,025	1,666,307	1,791,581	1,158,730	-	507,577	70%	72%	73%
PURCHASED SERVICES	3,392,905	3,444,894	3,491,930	3,721,296	3,744,921	1,455,645	-	2,265,651	39%	36%	38%
SUPPLIES	411,013	377,522	476,252	444,208	452,427	220,269	-	223,939	50%	80%	82%
EQUIPMENT	1,034,238	1,057,823	1,189,195	1,190,091	1,140,720	1,099,051	-	91,040	92%	100%	100%
OTHER EXPENDITURES	14,268	18,791	16,876	21,159	21,755	19,715	-	1,444	93%	90%	138%
TOTALS	11,890,933	12,314,168	13,144,346	13,436,311	14,082,249	8,438,586	-	4,997,725	63%	64%	65%

EXPENDITURES - BY PROGRAM

PROGRAM SERIES	2nd Prior Year Final	Prior Year	Adopted Budget 2019-20	Revised Budget 2019- 20	Preliminary Budget 2020- 21	Expenses YTD	Encumb YTD	Budget Remaining	Current Year	FY 18-19	FY 17-18
									% of Budget Expended	% of Actuals Expended	% of Actuals Expended
SITE ADMINISTRATION	73,829	78,555	61,087	59,446	61,238	47,651	-	11,795	80%	85%	83%
DISTRICT ADMINISTRATION	124,308	125,920	118,001	112,225	104,133	81,261	-	30,964	72%	82%	81%
SUPPORT SERVICES	186,293	187,030	208,955	218,630	233,419	279,592	-	(60,962)	128%	134%	131%
REGULAR INSTRUCTION	1,460,269	1,457,714	1,507,778	1,534,281	1,505,869	567,591	-	966,690	37%	36%	35%
VOCATIONAL INSTRUCTION	298,845	295,462	301,487	313,508	330,239	212,432	-	101,076	68%	61%	67%
SPECIAL EDUCATION	6,832,813	6,964,151	7,512,964	7,717,900	8,284,486	4,786,284	-	2,931,616	62%	63%	65%
INSTRUCTIONAL SUPPORT	370,375	460,906	458,607	484,252	412,756	240,177	-	244,075	50%	55%	66%
PUPIL SUPPORT SERVICES	1,191,715	1,277,968	1,353,872	1,368,136	1,520,775	895,114	-	473,022	65%	67%	68%
FACILITIES	1,352,486	1,466,464	1,621,595	1,627,933	1,629,334	1,328,482	-	299,451	82%	90%	88%
OTHER FINANCING USES	-	-	-	-	-	-	-	-	0%	0%	0%
TOTALS	11,890,933	12,314,168	13,144,346	13,436,311	14,082,249	8,438,586	-	4,997,725	63%	64%	65%

NET GAIN/LOSS TO FUND BAL 255,861 69,485 (352,916) (276,640) (275,374) 146,312

ENDING FUND BALANCE 1,296,265 1,365,750 1,012,834 1,089,110.14 813,736.14

AS A PERCENT OF EXP 10.90% 11.49% 8.22% 8.84% 6.61%

CANNON FALLS PUBLIC SCHOOLS

FY 21 BILL FOR SERVICES

PRELIMINARY MAY 2021

SPECIAL EDUCATION SERVICES								
	FTE	ANNUAL AMT	INVOICED TO DATE	REMAINING PER MONTH	FIN	OBJ	REV SOURCE	
ECSE								
Samantha Cromer	1.00	43,322.00	0.00	3,610.17	740	396	STATE SP ED	
Benefits		7,606.00	0.00	633.83	740	397	STATE SP ED	
Nicole Meyer	0.48	27,230.00	0.00	2,269.17	740	396	STATE SP ED	
Benefits		5,444.00	0.00	453.67	740	397	STATE SP ED	
Rene Arendt	0.11	6,708.00	0.00	559.00	740	396	STATE SP ED	
Benefits		2,032.00	0.00	169.33	740	397	STATE SP ED	
Lindsay Woodard	0.09	9,794.00	0.00	816.17	740	396	STATE SP ED	
Benefits		2,853.00	0.00	237.75	740	397	STATE SP ED	
Substitutes		500.00	0.00	41.67	740	394	STATE SP ED	
OT/PT SERVICES								
Monica Capra	0.14	9,725.00	0.00	810.42	740	396	STATE SP ED	
Benefits		2,906.00	0.00	242.17	740	397	STATE SP ED	
Teasha Archambault	0.35	22,838.00	0.00	1,903.17	740	396	STATE SP ED	
Benefits		8,473.00	0.00	706.08	740	397	STATE SP ED	
Nicole Yusten	0.48	23,395.00	0.00	1,949.58	740	396	STATE SP ED	
Benefits		7,303.00	0.00	608.58	740	397	STATE SP ED	
SPECIAL ED COORDINATOR								
Sharon Noble	1.00	87,516.00	0.00	7,293.00	740	305	STATE SP ED	
Benefits		20,766.00	0.00	1,730.50	740	397	STATE SP ED	
SPEECH LANGUAGE PATHOLOGIST								
Lynn Booth	0.20	15,003.00	0.00	1,250.25	740	399	STATE SP ED	
Benefits		4,092.00	0.00	341.00	740	397	STATE SP ED	
PSYCHOLOGIST								
Kristin Kirk	1.00	90,508.00	0.00	7,542.33	740	396	STATE SP ED	
Benefits		16,947.00	0.00	1,412.25	740	397	STATE SP ED	
SOCIAL WORK								
Janae Blakeslee	1.00	65,250.00	0.00	5,437.50	740	396	STATE SP ED	
Benefits		11,886.00	0.00	990.50	740	397	STATE SP ED	
Laura Burvee	1.00	58,151.00	0.00	4,845.92	740	396	STATE SP ED	
Benefits		23,401.00	0.00	1,950.08	740	397	STATE SP ED	
REGULAR EDUCATION SERVICES								
ENGLISH AS A SECOND LANGUAGE								
Casey O'Donnell	0.50	26,904.00	0.00	2,242.00	317	396	COMP ED	
Benefits		7,809.00	0.00	650.75	317	397	COMP ED	
INSTRUCTIONAL COACHING								
		22,344.00	0.00	1,862.00	000	305	GEN FUND	
COMMUNITY EDUCATION SERVICES								
SCHOOL READINESS								
		0.00	0.00	0.00				
OPERATIONS COSTS								
LEASE		141,481.00	0.00	11,790.08	000	370	LEASE LEVY	
LTFM		12,544.25	0.00	1,045.35	000	390	LTFM LEVY	
ADMINISTRATIVE		17,246.00	0.00	1,437.17	000	305	SUB GRANT	
OPERATING FEE		33,720.00	0.00	2,810.00	000	305	GEN FUND	
TOTAL		835,697.25	0.00	69,641.44				

GOODHUE PUBLIC SCHOOL

FY 21 BILL FOR SERVICES

PRELIMINARY MAY 2021

SPECIAL EDUCATION SERVICES								
		FTE	ANNUAL AMT	INVOICED TO DATE	REMAINING PER MONTH	FIN	OBJ	REV SOURCE
EARLY CHILDHOOD								
	Sue Bodenhamer	0.20	13,347.00	0.00	1,112.25	740	396	STATE SP ED
	Nicole Meyer	0.14	7,942.00	0.00	661.83	740	396	STATE SP ED
	Sarah Sperger	0.13	7,831.00	0.00	652.58	740	396	STATE SP ED
	Lindsay Woodard	0.03	3,265.00	0.00	272.08	740	396	STATE SP ED
	Rene Arendt	0.03	1,829.00	0.00	152.42	740	396	STATE SP ED
	Substitutes		500.00	0.00	41.67	740	396	STATE SP ED
	Benefits		8,658.00	0.00	721.50	740	397	STATE SP ED
OT/PT SERVICES								
	Monica Capra	0.04	2,593.00	0.00	216.08	740	396	STATE SP ED
	Teasha Archambault	0.04	2,610.00	0.00	217.50	740	396	STATE SP ED
	Katee Spaeth	0.09	4,387.00	0.00	365.58	740	396	STATE SP ED
	Benefits		2,564.00	0.00	213.67	740	397	STATE SP ED
PSYCHOLOGIST								
	Makenna Holt	0.40	32,445.00	0.00	2,703.75	740	396	STATE SP ED
	Benefits		10,439.00	0.00	869.92	740	397	STATE SP ED
SOCIAL WORK								
	Kamie Lodermeier	0.50	27,462.00	0.00	2,288.50	740	396	STATE SP ED
	Benefits		5,046.00	0.00	420.50	740	397	STATE SP ED
REGULAR EDUCATION SERVICES								
ENGLISH AS A SECOND LANGUAGE								
	Anna Herman	1.00	63,286.00	0.00	5,273.83	317	396	COMP ED
	Diane Jacobson	0.50	28,576.00	0.00	2,381.33	317	396	COMP ED
	Benefits		23,856.00	0.00	1,988.00	317	397	COMP ED
	Substitutes		900.00	0.00	75.00	317	396	COMP ED
SOCIAL WORK								
	Kamie Lodermeier	0.50	27,462.00	0.00	2,288.50	000	396	GEN FUND
	Benefits		5,045.00	0.00	420.42	000	397	GEN FUND
INSTRUCTIONAL COACHING								
			22,344.00	0.00	1,862.00	000	305	GEN FUND
COMMUNITY EDUCATION SERVICES								
ECFE								
	Cassandra O'Reilly		4,500.00	0.00	375.00	325	396	COMM ED
	Mary Jo Arndt		5,870.00	0.00	489.17	325	396	COMM ED
	Benefits		1,636.00	0.00	136.33	325	397	COMM ED
SCHOOL READINESS								
OPERATIONS COSTS								
	LEASE		84,285.00	0.00	7,023.75	000	370	LEASE LEVY
	LTFM		7,938.84	0.00	661.57	000	390	LTFM LEVY
	ADMINISTRATIVE		5,034.00	0.00	419.50	000	305	SUB GRANT
	OPERATING FEE		21,480.00	0.00	1,790.00	000	305	GEN FUND
TOTAL								
			433,130.84	0.00	36,094.24			

KENYON-WANAMINGO PUBLIC SCHOOLS								
FY 21 BILL FOR SERVICES								
PRELIMINARY MAY 2021								
SPECIAL EDUCATION SERVICES								
	FTE	ANNUAL AMT	INVOICED TO DATE	REMAINING PER MONTH	FIN	OBJ	REV SOURCE	
EARLY CHILDHOOD								
Karen Adams	1.00	61,786.00	0.00	5,148.83	740	396	STATE SP ED	
Nicole Meyer	0.38	21,557.00	0.00	1,796.42	740	396	STATE SP ED	
Lindsay Woodard	0.07	7,617.00	0.00	634.75	740	396	STATE SP ED	
Rene Arnedt	0.09	5,448.00	0.00	454.00	740	396	STATE SP ED	
Benefits		25,265.00	0.00	2,105.42	740	397	STATE SP ED	
Substitutes		3,500.00	0.00	291.67	740	394	STATE SP ED	
PARPROFESSIONALS								
Annette Kraft	1.00	24,400.00	0.00	2,033.33	740	396	STATE SP ED	
Benefits		4,112.00	0.00	342.67	740	397	STATE SP ED	
Substitutes		700.00	0.00	58.33	740	394	STATE SP ED	
OT/PT SERVICES								
Monica Capra	0.11	7,132.00	0.00	594.33	740	396	STATE SP ED	
Teasha Archambault	0.26	16,965.00	0.00	1,413.75	740	396	STATE SP ED	
Arlie McLaren	0.45	24,715.00	0.00	2,059.58	740	396	STATE SP ED	
Benefits		12,937.00	0.00	1,078.08	740	397	STATE SP ED	
SPEECH LANGUAGE PATHOLOGIST								
Angelica-Louise Lapus	1.00	63,808.00	0.00	5,317.33	740	396	STATE SP ED	
Benefits		17,343.00	0.00	1,445.25	740	397	STATE SP ED	
NURSING SERVICES								
Sara Nystuen	0.09	5,443.00	0.00	453.58	740	396	STATE SP ED	
Benefits		1,703.00	0.00	141.92	740	397	STATE SP ED	
PSYCHOLOGIST								
Kelsey Lemmon	0.80	49,418.00	0.00	4,118.17	740	396	STATE SP ED	
Benefits		8,641.00	0.00	720.08	740	397	STATE SP ED	
ASST DIRECTOR								
Amy Buchal	1.00	103,631.00	0.00	8,635.92	740	305	STATE SP ED	
Benefits		23,534.00	0.00	1,961.17	740	397	STATE SP ED	
REGULAR EDUCATION SERVICES								
ENGLISH AS A SECOND LANGUAGE								
Heather Zeissler	0.70	39,226.00	0.00	3,268.83	317	396	COMP ED	
Benefits		6,868.00	0.00	572.33	317	397	COMP ED	
Substitutes		2,000.00	0.00	166.67	317	394	COMP ED	
Healthier Zeissler	0.30	16,811.00	0.00	1,400.92	000	396	OTHER SOURCE	
Benefits		2,944.00	0.00	245.33	000	397	OTHER SOURCE	
NURSING								
Sara Nystuen	0.83	48,988.00	0.00	4,082.33	000	396	GEN FUND	
Benefits		15,329.00	0.00	1,277.42	000	397	GEN FUND	
Travel - between sites		700.00	0.00	58.33	000	366	GEN FUND	
INSTRUCTIONAL COACHING								
		22,344.00	0.00	1,862.00	000	305	GEN FUND	
COMMUNITY EDUCATION SERVICES								
ECFE								
		0.00	0.00	0.00				
SCHOOL READINESS								
		0.00	0.00	0.00				
OPERATIONS COSTS								
LEASE		97,958.00	0.00	8,163.17	000	370	LEASE LEVY	
LTFM		8,614.30	0.00	717.86	000	390	LTFM LEVY	
ADMINISTRATIVE		13,610.00	0.00	1,134.17	000	305	SUB GRANT	
OPERATING FEE		22,140.00	0.00	1,845.00	000	305	GEN FUND	
TOTAL		787,187.30	0.00	65,598.94				

LAKE CITY PUBLIC SCHOOLS								
FY 21 BILL FOR SERVICES								
PRELIMINARY MAY 2021								
SPECIAL EDUCATION SERVICES								
	FTE	ANNUAL AMT	INVOICED TO DATE	REMAINING PER MONTH	FIN	OBJ	REV	SOURCE
ECSE								
Sarah Sperger	0.42	25,300.00	0.00	2,108.33	740	396	STATE SP	ED
Lindsay Woodard	0.09	9,794.00	0.00	816.17	740	396	STATE SP	ED
Benefits		7,279.00	0.00	606.58	740	397	STATE SP	ED
OT/PT SERVICES								
Monica Capra	0.14	9,077.00	0.00	756.42	740	396	STATE SP	ED
Jayne Boeding	0.25	18,781.00	0.00	1,565.08	740	396	STATE SP	ED
Arlie McLaren	0.55	30,208.00	0.00	2,517.33	740	396	STATE SP	ED
Benefits		14,674.00	0.00	1,222.83	740	397	STATE SP	ED
PSYCHOLOGIST								
Brittany Liljevall	1.00	83,001.00	0.00	6,916.75	740	396	STATE SP	ED
Makenna Holt	0.60	48,668.00	0.00	4,055.67	740	396	STATE SP	ED
Benfits		30,116.00	0.00	2,509.67	740	397	STATE SP	ED
SPEECH LANGUAGE PATHOLOGIST								
Stephanie Weisenbeck	1.00	66,579.00	0.00	5,548.25	740	396	STATE SP	ED
Rebecca Nolan	1.00	70,239.00	0.00	5,853.25	740	396	STATE SP	ED
Benefits		37,016.00	0.00	3,084.67	740	397	STATE SP	ED
ASL INTERPRETER								
Michelle Kremer	0.06	2,155.00	0.00	179.58	740	396	STATE SP	ED
Benefits		546.00	0.00	45.50	740	397	STATE SP	ED
REGULAR EDUCATION SERVICES								
ENGLISH AS A SECOND LANGUAGE								
INSTRUCTIONAL COACHING		22,344.00	0.00	1,862.00	000	305	GEN FUND	
COMMUNITY EDUCATION SERVICES								
OPERATIONS COSTS								
LEASE		153,904.00	0.00	12,825.33	000	370	LEASE LEVY	
LTFM		13,465.33	0.00	1,122.11	000	390	LTFM LEVY	
ADMINISTRATIVE		16,873.00	0.00	1,406.08	000	305	SUB GRANT	
OPERATING FEE		36,000.00	0.00	3,000.00	000	305	GEN FUND	
TOTAL		696,019.33	0.00	58,001.61				

RED WING PUBLIC SCHOOLS									
FY 21 BILL FOR SERVICES									
PRELIMINARY MAY 2021									
SPECIAL EDUCATION SERVICES									
		FTE	ANNUAL AMT	INVOICED TO DATE	REMAINING PER MONTH	FIN	OBI	REV	SOURCE
SPEECH PATHOLOGIST									
	Megan Senechalle	1.00	55,160.00	0.00	4,596.67	740	396	STATE	SP ED
	Benefits		21,639.00	0.00	1,803.25	740	397	STATE	SP ED
	Shannon Siepelmeyer	1.00	62,693.00	0.00	5,224.42	740	396	STATE	SP ED
	Benefits		16,959.00	0.00	1,413.25	740	397	STATE	SP ED
	Lindsay Woodard	0.27	29,381.00	0.00	2,448.42	740	396	STATE	SP ED
	Benefits		8,558.00	0.00	713.17	740	397	STATE	SP ED
	Karly Zyskowski	1.00	74,923.00	0.00	6,243.58	740	396	STATE	SP ED
	Benefits		19,245.00	0.00	1,603.75	740	397	STATE	SP ED
	Presence Learning	1.00	87,260.00	0.00	7,271.67	740	399	STATE	SP ED
	Presence Learning Evals		2,500.00	0.00	208.33	740	399	STATE	SP ED
EARLY CHILDHOOD									
	Missy Carlson	1.00	60,480.00	0.00	5,040.00	740	396	STATE	SP ED
	Benefits		23,005.00	0.00	1,917.08	740	397	STATE	SP ED
	Substitutes		800.00	0.00	66.67	740	394	STATE	SP ED
	Travel		100.00	0.00	8.33	740	366	STATE	SP ED
OT/PT SERVICES									
	Monica Capra	0.41	26,582.00	0.00	2,215.17	740	396	STATE	SP ED
	Benefits		7,943.00	0.00	661.92	740	397	STATE	SP ED
	Alison Hanlin	1.00	64,750.00	0.00	5,395.83	740	396	STATE	SP ED
	Benefits		10,915.00	0.00	909.58	740	397	STATE	SP ED
	Katee Spaeth	0.91	44,353.00	0.00	3,696.08	740	396	STATE	SP ED
	Benefits		8,300.00	0.00	691.67	740	397	STATE	SP ED
	Mary Testen	0.85	45,737.00	0.00	3,811.42	740	396	STATE	SP ED
	Benefits		14,645.00	0.00	1,220.42	740	397	STATE	SP ED
	Jayne Boeding	0.75	56,343.00	0.00	4,695.25	740	396	STATE	SP ED
	Benefits		19,347.00	0.00	1,612.25	740	397	STATE	SP ED
PSYCHOLOGIST									
	Molly Paulson	1.00	90,008.00	0.00	7,500.67	740	396	STATE	SP ED
	Benefits		28,129.00	0.00	2,344.08	740	397	STATE	SP ED
	Candis Rome	1.00	89,123.00	0.00	7,426.92	740	396	STATE	SP ED
	Benefits		22,452.00	0.00	1,871.00	740	397	STATE	SP ED
	OPEN	1.00	79,123.00	0.00	6,593.58	740	396	STATE	SP ED
	Benefits		13,792.00	0.00	1,149.33	740	397	STATE	SP ED
	Carey Field	1.00	81,113.00	0.00	6,759.42	740	396	STATE	SP ED
	Benefits		26,097.00	0.00	2,174.75	740	397	STATE	SP ED
SOCIAL WORKER									
	Kaycee Tulip	1.00	43,962.00	0.00	3,663.50	740	396	STATE	SP ED
	Benefits		7,720.00	0.00	643.33	740	397	STATE	SP ED
	Ashley Nelson	1.00	53,808.00	0.00	4,484.00	740	396	STATE	SP ED
	Benefits		9,425.00	0.00	785.42	740	397	STATE	SP ED
DIRECTOR SPECIAL ED									
	Sonia Smith	1.00	118,912.00	0.00	9,909.33	740	305	STATE	SP ED
	Benefits		32,814.00	0.00	2,734.50	740	397	STATE	SP ED
ECSE 3-5 COORDINATOR									
	Min MartinOakes	0.34	32,612.00	0.00	2,717.67	740	396	STATE	SP ED
	Benefits		4,254.00	0.00	354.50	740	397	STATE	SP ED
DUE PROCESS SECRETARIES									
	Barb Calley	0.50	12,483.00	0.00	1,040.25	740	396	STATE	SP ED
	Benefits		2,163.00	0.00	180.25	740	397	STATE	SP ED
	Kris Jurgenson	0.10	5,089.00	0.00	424.08	740	396	STATE	SP ED
	Benefits		1,455.00	0.00	121.25	740	397	STATE	SP ED
ASL INTERPRETER									
	Michelle Kremer	0.38	13,649.00	0.00	1,137.42	723	396	STATE	SP ED
	Benefits		3,271.00	0.00	272.58	723	397	STATE	SP ED
REGULAR EDUCATION SERVICES									
ENGLISH AS A SECOND LANGUAGE									
	Jeimy Yusty Rojas	1.00	35,364.00	0.00	2,947.00	317	396	COMP	ED
	Benefits		6,009.00	0.00	500.75	317	397	COMP	ED
BUILDING ADMINISTRATION									
	Min MartinOakes	0.24	23,294.00	0.00	1,941.17	000	396	COMM	ED
	Benefits		3,364.00	0.00	280.33	000	397	COMM	ED
	Barb Calley	0.50	12,483.00	0.00	1,040.25	000	396	GEN	FUND
	Benefits		2,163.00	0.00	180.25	000	397	GEN	FUND
	Substitutes		825.00	0.00	68.75	000	305	GEN	FUND
INSTRUCTIONAL COACHING									
			22,344.00	0.00	1,862.00	000	305	GEN	FUND
OPERATIONS COSTS									
	LEASE		335,427.00	0.00	27,952.25	000	370	LEASE	LEVY
	LTFM		31,106.22	0.00	2,592.19	000	390	LTFM	LEVY
	ADMINISTRATIVE		49,873.00	0.00	4,156.08	000	305	SUB	GRANT
	OPERATING FEE		81,450.00	0.00	6,787.50	000	305	GEN	FUND
TOTAL			2,136,774.22	0.00	178,064.52				

ZUMBROTA-MAZEPPA PUBLIC SCHOOLS								
FY 21 BILL FOR SERVICES								
PRELIMINARY MAY 2021								
		FTE	ANNUAL AMT	INVOICED TO DATE	REMAINING PER MONTH	FIN	OBJ	REV SOURCE
SPECIAL EDUCATION SERVICES								
EARLY CHILDHOOD								
Alicia Zorn		1.00	49,826.00	0.00	4,152.17	740	396	STATE SP ED
Sarah Nygaard		0.25	5,957.00	0.00	496.42	740	396	STATE SP ED
Britnee Banitt		0.80	16,983.00	0.00	1,415.25	740	396	STATE SP ED
Sarah Sparger		0.46	27,108.00	0.00	2,259.00	740	396	STATE SP ED
Lindsay Woodard		0.10	10,882.00	0.00	906.83	740	396	STATE SP ED
Rene Arendt		0.12	7,318.00	0.00	609.83	740	396	STATE SP ED
Substitutes			500.00	0.00	41.67	740	396	STATE SP ED
Benefits			30,912.00	0.00	2,576.00	740	397	STATE SP ED
Travel between Sites			100.00	0.00	8.33	740	366	STATE SP ED
OT/PT SERVICES								
Monica Capra		0.15	9,725.00	0.00	810.42	740	396	STATE SP ED
Teasha Archambault		0.35	22,838.00	0.00	1,903.17	740	396	STATE SP ED
Nicole Yusten		0.52	25,345.00	0.00	2,112.08	740	396	STATE SP ED
Benefits			19,290.00	0.00	1,607.50	740	397	STATE SP ED
ASL INTERPRETER								
Lisa Warwick		0.60	24,141.00	0.00	2,011.75	740	396	STATE SP ED
Michelle Kremer		0.56	20,115.00	0.00	1,676.25	740	396	STATE SP ED
Benefits			8,477.00	0.00	706.42	740	397	STATE SP ED
Substitutes				0.00	0.00	740	394	STATE SP ED
SPEECH LANGUAGE PATHOLOGIST								
Megan Carlson		1.00	61,579.00	0.00	5,131.58	740	396	STATE SP ED
Lynn Booth		0.80	60,012.00	0.00	5,001.00	740	396	STATE SP ED
Benefits			27,133.00	0.00	2,261.08	740	397	STATE SP ED
ASSISTANT DIRECTOR SPECIAL ED								
Wendy Ahren		0.50	53,381.50	0.00	4,448.46	740	305	STATE SP ED
Benefits			12,567.00	0.00	1,047.25	740	397	STATE SP ED
NURSING SERVICES								
Tiffany Boraas		0.10	5,573.00	0.00	464.42	740	396	STATE SP ED
Benefits			1,518.00	0.00	126.50	740	397	STATE SP ED
PSYCHOLOGIST								
Abby Bartelma		1.00	95,123.00	0.00	7,926.92	740	396	STATE SP ED
Benefits			23,931.00	0.00	1,994.25	740	397	STATE SP ED
REGULAR EDUCATION SERVICES								
ENGLISH AS A SECOND LANGUAGE								
Casey O'Donnell		0.50	26,904.00	0.00	2,242.00	317	396	COMP ED
Substitutes			510.00	0.00	42.50	317	396	COMP ED
Benefits			7,809.00	0.00	650.75	317	397	COMP ED
NURSING								
Tiffany Boraas		0.90	50,156.00	0.00	4,179.67	000	396	GEN FUND
Rachel Propst		1.00	25,976.00	0.00	2,164.67	000	396	GEN FUND
Substitutes			102.00	0.00	8.50	000	399	GEN FUND
Travel Between Sites			300.00	0.00	25.00	000	397	GEN FUND
Benefits			18,868.00	0.00	1,572.33	000	397	GEN FUND
BUILDING ADMINISTRATION								
Wendy Ahren		0.50	53,381.50	0.00	4,448.46	000	396	GEN FUND
Benefits			12,567.00	0.00	1,047.25	000	397	GEN FUND
INSTRUCTIONAL COACHING								
			22,344.00	0.00	1,862.00	000	305	GEN FUND
COMMUNITY EDUCATION SERVICES								
ECFE								
Tessa Nobach		0.60	34,891.00	0.00	2,907.58	325	396	COMM ED
Susan Underdahl (Parent Ed)		0.10	3,780.00	0.00	315.00	325	396	COMM ED
Benefits			5,939.00	0.00	494.92	325	397	COMM ED
SCHOOL READINESS								
Nicole Morgan		1.00	24,238.00	0.00	2,019.83	344	396	SCHOOL READINE
Sarah Nygaard		0.75	17,873.00	0.00	1,489.42	344	396	SCHOOL READINE
Benefits			11,296.00	0.00	941.33	344	397	SCHOOL READINE
OPERATIONS COSTS								
LEASE			152,705.00	0.00	12,725.42	000	370	LEASE LEVY
LTFM			14,053.06	0.00	1,171.09	000	390	LTFM LEVY
ADMINISTRATIVE			18,364.00	0.00	1,530.33	000	305	SUB GRANT
OPERATING FEE			36,120.00	0.00	3,010.00	000	305	GEN FUND
TOTAL			1,158,511.06	0.00	96,542.59			

B. 1st Reading of Mandatory Policies

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. ~~2014~~ 2015

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member's child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member;
8. to address parental care needs; and
9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

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

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

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

J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed

Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or

reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who

does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

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

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

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

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

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

assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.

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

VI. OTHER

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

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

VII. DISSEMINATION OF POLICY

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

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

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

Adopted: _____

MSBA/MASA Model Policy 413

Orig. 1995

Revised: _____

Rev. ~~2015~~ 2017

413 HARASSMENT AND VIOLENCE

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

I. PURPOSE

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

[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, ~~gender~~, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, ~~gender~~, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other

school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, ~~gender~~, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, ~~gender~~, 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, ~~gender~~, 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, ~~gender~~, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
 - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interfering with

an individual's work or academic performance; or

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

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

D. Protected Classifications; Definitions

1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
2. "Familial status" means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
 2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment

or educational status; or

- f. unwelcome behavior or words directed at an individual because of gender 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, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school

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

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

- G. In the District. The school board hereby designates _____ as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- 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.

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

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

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

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, ~~and~~ resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

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

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal)

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

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. ~~2016~~ 2019

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 4 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 nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which 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; (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, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, ~~as well as~~ sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

~~*[Note: The inclusion of sex trafficking becomes effective on May 29, 2017.]*~~

- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical

custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred ~~and~~ that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false

report may result in discipline. The court may also award attorney's fees.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 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 Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. ~~2009~~ 2015

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.
- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services ~~at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2) required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2)~~; (3) receives services from a licensed home care provider or ~~home care provider service person or organization that offers, provides, or arranges for personal care assistance services under the~~

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

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

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

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
 Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
 Minn. Stat. §§ 609.221-609.224 (Assault)
 Minn. Stat. § 609.234 (Crimes Against the Person)
 Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
 Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
 Minn. Stat. § 609.341 (Definitions)
 Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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

Adopted: _____

MSBA/MASA Model Policy 421

Orig. 1995

Revised: _____

Rev. ~~2017~~ 2019

421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is “insignificant.”
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

III. DEFINITIONS

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.
- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.
- C. “Financial interest” means any ownership or control in an asset which has the potential to produce a monetary return.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

(Sample Form)
NOTICE OF SUSPENSION
(Date)

(Name of Parent or Guardian)
(Address)
(City, State, Zip)

Dear (Parent or Guardian)

(Name of Student) has been suspended from (name of school) for (number of days) commencing on (date).

The grounds for suspension are:

Briefly, the facts that have been determined are:

The testimony received was:

An administrative conference to determine the above was conducted before _____, at _____ on _____
(Name of Administrator) (Time) (Date)

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

Alternative educational services in the form of homework will be available to be picked up at the school after _____ [date].

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct.

If you have any questions, please call.

Sincerely,

Administrator

Enc: Minn. Stat. §§ 121A.40-121A.56

Adopted: _____

MSBA/MASA Model Policy 506

Orig. 1995

Revised: _____

Rev. ~~2017~~ 2019

506 STUDENT DISCIPLINE

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

I. PURPOSE

The purpose of this policy is to ensure that 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. The position of the school district is 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. 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.
- F. 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.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. 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.

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. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;

- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

VIII. 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.

[Note: The following Sections C. - K. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences.]

C. Procedures for Removal of a Student From a Class.

1. *Specify procedures to be followed by a teacher, administrator or other school district employee to remove a student from a class;*
2. *Specify required approvals necessary;*
3. *Specify paperwork and reporting procedures.*

D. Responsibility for and Custody of a Student Removed From Class.

1. *Designation of where student is to go when removed;*
2. *Designation of how student is to get to designated destination;*
3. *Whether student must be accompanied;*
4. *Statement of what student is to do when and while removed;*
5. *Designation of who has control over and responsibility for student after removal from class.*

E. Procedures for Return of a Student to a Class From Which the Student Was Removed.

1. *Specification of procedures;*
2. *Actions or approvals required such as notes, conferences, readmission plans.*

F. Procedures for Notification.

1. Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;
2. Actions or approvals required, such as notes, conferences, readmission plans.

G. Disabled Students; Special Provisions.

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and
3. Any procedures determined appropriate for referring students in need of special education services to those services.

H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. Establishment of a chemical abuse preassessment team pursuant to Minn. Stat. § 121A.26;
- ~~2. Establishment of a school and community advisory team to address chemical abuse problems in the district pursuant to Minn. Stat. § 121A.27; and~~
- ~~3~~ 2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minn. Stat. § 121A.29.

I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

IX. 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 where a student with a disability does not receive regular or special education instruction during that dismissal period.
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 student'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 student as a condition of readmission. School administration must not use the 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 student 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 attached 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.

X. 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.

XI. 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.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is 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.

XIII. 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.

XIV. 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. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. 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.

XVI. 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.

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 (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)

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 2014

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. 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. The school district cannot monitor the activities of students 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 or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students 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 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. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of 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 (See MSBA/MASA Model Policy 506) 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.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team 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 bullying or other prohibited conduct.

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 provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or 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 the 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 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 (See MSBA/MASA Model Policy 515) 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 (See MSBA/MASA Model Policy 506) 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.

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. ~~§ 124D.10~~ 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 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

Adopted: _____

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 2003

522 STUDENT SEX NONDISCRIMINATION

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

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. ~~It is the responsibility of every~~ Every school district employee shall be responsible for ~~to~~ complying with this policy.
- C. The school board hereby designates _____ [~~title,~~ name, office address, and telephone number, and work e-mail address] as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. 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. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, 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 report or complaint of unlawful sex discrimination toward a student as provided herein may 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.
- D. The school board hereby designates _____ [name, office address, and telephone number, and work e-mail address] as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

[Note: In some school districts, the Title IX coordinator and human rights officer may be the same. If so, a school district need only insert “its Title IX coordinator” in the blank without designating a name, office address, and telephone number, and work e-mail address, which are provided elsewhere in the policy. If they are different, or if more than one human rights officer is designated, this information should be inserted and kept up to date. Also, in some school districts, the superintendent may be the designated human rights officer. If so, an alternative individual should be designated by the school board for complaints involving the superintendent.]

- E. The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers and work e-mail addresses.
- F. Submission of a good faith complaint, grievance, or report of unlawful sex discrimination toward a student will not affect the complainant or reporter’s future employment, grades, or work assignments.

- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint, or grievance alleging unlawful sex discrimination toward a student, shall promptly 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 complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. 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.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, 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. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements,

Minnesota and federal law, and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions, and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

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)

Adopted: _____

MSBA/MASA Model Policy 524

Orig. 1996

Revised: _____

Rev. ~~2014~~ 2019

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

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

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, 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's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information

about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message. *[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]*

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

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or

another individual on social networks, including, but not limited to, social networks such as ~~“MySpace” and “Facebook.”~~ “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.

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

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

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts which seek technology revenue pursuant to Minn. Stat. § 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

For a school district which does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under state law, Minn. Stat. § 125B.15.

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.

- A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.
- B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

School districts which receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children’s Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy which contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect

to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

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 Minn. Stat. Ch. 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 for students 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 misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

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

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

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district

resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)

Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 656 565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.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)

Adopted: _____

MSBA/MASA Model Policy 616

Orig. 1997

Revised: _____

Rev. 2019

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee ~~for Comprehensive Continuous Improvement of Student Achievement (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.
- 2 3. 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.

[Insert Local Cycle in this space]

C. Implementation of Graduation Requirements

1. The ~~school board shall appoint a Graduation Standards Implementation Committee which~~ 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 ~~this~~ the Advisory eCommittee 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. ~~The Graduation Standards Implementation Committee [will/will not] be comprised of the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement.~~

~~*[Note: The Graduation Standards Implementation Committee may be comprised of an existing committee such as the Advisory Committee for Comprehensive Continuous Improvement of Student Achievements. Regardless of whether a new committee or an existing committee is utilized, the committee should be comprised of representatives of the community, including equal representation from school board members, students, parents, teachers, representatives of local businesses, and representatives of the community at large. Among these members should be individuals who are able to represent the needs of students throughout the district including students with special needs.]*~~

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 ~~Graduation Standards Implementation~~ 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~~ Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. ~~Advisory Committee for~~ Comprehensive Continuous Improvement of Student Achievement

1. By [date] 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 Academic** Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
 - 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.

4. The Advisory Committee shall, when possible, be comprised of **at least** two-thirds community representatives and shall reflect the diversity of the community. **To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers,**

parents, support staff, students, and other community residents. Included in its membership should be:

- a. The Director of Curriculum (or similar educational leader)
- b. Principal
- c. School Board Member
- d. Student Representative
- e. One teacher from each building or instructional level
- f. Two parents from each building or instructional level
- g. Two residents without school-aged children, non-representative of local business or industry
- h. Two residents representative of local business or industry
- i. District Assessment Coordinator (if different from “a.” above)

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

5. Translation services should be provided to the extent appropriate and practicable.

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

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

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

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

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

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 to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student

achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting

1. 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 in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process)
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 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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

Adopted: _____

MSBA/MASA Model Policy 620

Orig. 1998

Revised: _____

Rev. ~~2017~~ 2019

620 CREDIT FOR LEARNING

[Note: School districts statutorily are required to provide students with credit for approved post-secondary courses, as set forth in Section V.; online learning courses, as set forth in Section VI.; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII). Optional provisions related to awarding credit to students transferring from out-of-state, private, or home schools and the issuance of student grades for purposes of awarding certain honors, as set forth in Section IV., are not required by statute. Therefore, the language contained in Section IV. is suggested language, and a school district may or may not include this section or may modify this section at its discretion.]

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

- C. “Commissioner” means the Commissioner of MDE.
- D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by ~~the North Central Association of Colleges and Schools~~ an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- F. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools
 - 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
 - 2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.
- B. Transfer of Academic Requirements from Other Schools
 - 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of

Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

- a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
 - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
- a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school

district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

- d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
- e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

V. POST-SECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
 - 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 - 2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
 - 3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 - 4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 - 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be

granted to a student.

6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

VI. CREDIT FROM ONLINE LEARNING COURSES

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

[Note: School districts must identify in policy whether they offer courses with weighted grades. Therefore, school districts must include one of the following options in their policies.]

- A. The school district does not offer weighted grades.

[or]

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

[List the types of courses that will be awarded weighted grades and the multiplier, similar to the following examples.]

1. A grade awarded in an Advanced Placement course will be multiplied by a factor of ____ (i.e., 1.07).
 2. A grade awarded in an Honors course will be multiplied by a factor of ____.
 3. A grade awarded in a College In the Schools course will be multiplied by a factor of ____.
 4. A grade awarded in a course taken through a Post-Secondary Enrollment Options program will be multiplied by a factor of ____.
 5. A grade awarded in a course in a dual enrollment course will be multiplied by a factor of ____.
- B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon

request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

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 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Learning Options)

Adopted: _____

MSBA/MASA Model Policy 703

Orig. 1995

Revised: _____

Rev. ~~2000~~ 2019

703 ANNUAL AUDIT

[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

III. REQUIREMENT

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.

- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance [Audit](#) Guide issued by the Office of the State Auditor.
- F. The school board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements;
Statement for Comparison and Correction)

Cross References: MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

Adopted: _____

MSBA/MASA Model Policy 721

Orig. 2016

Revised: _____

Rev. 2019

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, The United States Office of Management and Budget published the final regulations December 26, 2013. The Uniform Grant Guidance is effective for new and continuation federal grant awards issued on or after December 26, 2014. The regulations do not affect grant funds awarded prior to December 26, 2014, unless funds made available under those grants are carried forward into a new federal fiscal year or a continuation grant. 2 C.F.R. § 200.110 increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally ~~\$3,000~~ \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than ~~\$150,000~~ \$250,000 (periodically adjusted for inflation).
 3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more

than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues

include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in

procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement

contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. **MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;
 3. Bonding costs;
 4. Communication costs;
 5. Compensation for personal services;
 6. Depreciation and use allowances;

7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;

4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In

those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education

costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as

direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;
2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
3. Consistent with the school district's cost accounting practices and school district policy; and
4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.

F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like

circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.12 (Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)

2 C.F.R. § 200.212 (Suspension and Debarment)
 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 2 C.F.R. § 200.302 (Financial Management)
 2 C.F.R. § 200.303 (Internal Controls)
 2 C.F.R. § 200.305(b)(1) (Payment)
 2 C.F.R. § 200.310 (Insurance Coverage)
 2 C.F.R. § 200.311 (Real Property)
 2 C.F.R. § 200.313(d) (Equipment)
 2 C.F.R. § 200.314 (Supplies)
 2 C.F.R. § 200.315 (Intangible Property)
 2 C.F.R. § 200.318 (General Procurement Standards)
 2 C.F.R. § 200.319(c) (Competition)
 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses,
 Women’s Business Enterprises, and Labor Surplus Area Firms)
 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
 2 C.F.R. § 200.338 (Remedies for Noncompliance)
 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
 2 C.F.R. § 200.430 (Compensation – Personal Services)
 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
 2 C.F.R. § 200.447 (Insurance and Indemnification)
 2 C.F.R. § 200.463 (Recruiting Costs)
 2 C.F.R. § 200.464 (Relocation Costs of Employees)
 2 C.F.R. § 200.473 (Transportation Costs)
 2 C.F.R. § 200.474 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
 MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
 MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
 MSBA/MASA Model Policy 412 (Expense Reimbursement)
 MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
 MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
 MSBA/MASA Model Policy 702 (Accounting)
 MSBA/MASA Model Policy 703 (Annual Audit)

Adopted: _____

MSBA/MASA Model Policy 802

Orig. 1995

Revised: _____

Rev. ~~2018~~ 2019

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

1 a. another school district;

2 b. the state department of corrections;

~~3~~ c. the board of trustees of Minnesota State Colleges and Universities;
~~or~~

4 d. the family of a student residing in the district whose total family income meets the federal definition of poverty; ~~or-~~

e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

Adopted: _____

MSBA/MASA Model Policy 806

Orig. 1999

Revised: _____

Rev. 2014

806 CRISIS MANAGEMENT POLICY

[Note: The Commissioner of Education is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minn. Stat. § 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort between the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

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

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

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

B. Elements of the District Crisis Management Policy

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

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

[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]

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

the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

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

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

[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 based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]

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.

[Note: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]

- b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant

building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

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

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

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.

[Note: The State Fire Marshal advises schools to defer fire drills during the winter months.]

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]

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.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]

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.

[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans on a CD-Rom and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]

[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minn. Stat. § 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first

responders.]

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.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]

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.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]

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.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]

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.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]

IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage

- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

V. 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.

[Note: 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 have access to M.S.D.S. in the event of a chemical accident.]

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.

[Note: The ~~No-Child-Left-Behind~~ Every Student Succeeds Act, 20 U.S.C. § 6301, et seq.; Title IX, 20 U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 U.S.C. § 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10 mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (~~No-Child-Left-Behind~~ Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School 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>

Adopted: _____

MSBA/MASA Model Policy 904

Orig. 1995

Revised: _____

Rev. 2002

904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.
- C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.
- D. "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, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. “Minor” means any person under the age of eighteen (18).
- F. “Material and 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 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.

In order for expression to be considered disruptive, specific facts must exist 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.

- G. “School activities” means any activity 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, other theatrical productions, and in-school lunch periods.
- H. “Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always

prohibited. Material is prohibited that:

1. is obscene to minors;
2. is libelous;
3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
4. advertises any product or service not permitted to minors by law;
5. advocates violence or other illegal conduct;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious religion, or ethnic origin);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested

by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:
1. Name and phone number of the person submitting the request.
 2. Date(s) and time(s) of day of requested distribution.
 3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
 4. The proposed method of distribution.
- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures

necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied [565 U.S. 1036](#), 132 S.Ct. 592 (2011)

Cross References: MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

C. School Resource Officer Agreement



2020 CITY COUNCIL MEETING STAFF REPORT

To: Honorable Mayor and City Council Members
From: Roger D. Pohlman, Chief of Police
Meeting Date: April 27, 2020
Agenda Item Number: **9.N.**

Title: Motion to Approve the Goodhue County Education District (GCED) and Red Wing Public School District (RWPS) School Resource Officer (SRO) Contracts.

Purpose: Due to promotions and personnel changes in the Red Wing Police Department, the School Resource Officer Contracts for GCED and RWPS cost share was adjusted to cover actual costs related to assigned officers.

Recommended Action: Motion to Approve the Goodhue County Education District and Red Wing Public School District contracts as presented.

Attachments: 1. Goodhue County Education District SRO contract for 2021-2023 school year.
2. Red Wing Public School District SRO contract for 2021-2022 school year.

Alignment with 2019 Strategic Plan: **Public Safety:** 40. Maintain and improve our community policing framework. **How We'll Act:** 60. Build stronger relationships with communities where trust has been broken or still needs strengthening.

Background: 2019 the City of Red Wing entered into a four year SRO contract with the Goodhue County Education District and a three year SRO contract with the Red Wing Public School District. The contracts provide for a cost share between the District and the City based on the actual salary and benefits costs of the assigned officers. Due to a promotion and personnel changes in the Red Wing Police Department, the SRO's for each school district were also affected, therefore creating a cost share change based on new officer assignments in the schools.

Discussion: The only changes to the SRO contracts is the cost sharing for each District and the City of Red Wing. Each contract costs includes a 2% increase each year.

Goodhue County Education District contract calls for a 60/40, District/City cost sharing. The total cost (salary and benefits) estimate of the previous GCED SRO is \$123,412.07, the new officer assigned to GCED cost estimate is \$100,180.24 creating a total cost difference of (\$23,231.83).

Red Wing Public School District calls for a 55/45, District/City cost share in 2020/2021 and a 60/40, District/City cost share in 2021/2022. The total cost (salary and benefit) estimate of the

previous RWPS SRO is \$95,495.02, the new officer assigned to RWPS cost estimate is \$111,940.51 creating a total cost difference of \$16,445.49.

Note: The former RWPS SRO transferred to GCED, the previous cost share estimate is based on amount listed in the former contracts. The current costs are based on the 2021 City of Red Wing salary budget planning sheet, which includes the actual salary changes from 2019, thus the difference from the former cost at RWPS and new cost at GCED.

Financial plan and impact No anticipated financial impact to the Red Wing Police Department as employee salaries are set for assigned personnel.

Alternatives 1. Deny the new contracts and retain the existing contract.

Recommended Action Motion to Approve the Goodhue County Education District and Red Wing Public School District contracts as presented.

D. Letter of Agreement Addressing Alternative Teacher Pay and Teacher Development and Evaluation During Peacetime Emergency

**LETTER OF AGREEMENT
ADDRESSING ALTERNATIVE TEACHER PERFORMANCE PAY (QCOMP)
AND TEACHER DEVELOPMENT & EVALUATION (TDE)
DURING PEACETIME EMERGENCY**

This Agreement is entered into by and between the Goodhue County Education District No. 6051, Minnesota (hereinafter the “Education District”) and Education Minnesota – Goodhue County Education District, Local No. 4583 (hereinafter the “Association”).

RECITALS:

WHEREAS, the School District and the Association are parties to a collective bargaining agreement for the time period from July 1, 2019 to June 30, 2020 (the “CBA”); and

WHEREAS, the School District and the Association are parties to a certain Letter of Agreement concerning teacher development and evaluation (the “TDE Plan”) in accordance with Minn. Stat. § 122A.40, subd. 8; and

WHEREAS, the TDE Plan provides for a three-year professional review cycle for each teacher that includes an individual growth and development plan, a peer review process, and at least one summative evaluation performed by a qualified and trained evaluator such as a school administrator; and for the years when a tenured teacher is not evaluated by a qualified and trained evaluator, the teacher must be evaluated by a peer review process; and

WHEREAS, Minn. Stat. § 122A.40, subd. 5, generally provides that probationary teachers must be evaluated at least three times throughout each school year in accordance with the TDE Plan, and further provides that a probationary teacher must complete at least 120 days of teaching service each year during the probationary period; and

WHEREAS, the School District and the Association are parties to a certain Letter of Agreement providing for an alternative teacher performance pay system in accordance with the “QCOMP Plan”; and

WHEREAS, the QCOMP Plan generally ties teacher performance pay to in-class teacher observations, performance evaluations, participation in professional learning communities (“PLCs”) and the achievement of “Site Goals” (schoolwide achievement gains as measured by a standardized test such as the MCA, NWEA MAP, Fastbridge, ACT, etc.); and

WHEREAS, on March 13, 2020, the Governor of the State of the Minnesota declared a peacetime emergency in response to the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-02, the Governor of the State of the Minnesota ordered the closure of all public school buildings in the State of Minnesota through March 27, 2020 in order to provide time for schools to plan adequately for continuity of education during the COVID-19 pandemic; and

WHEREAS, pursuant to Emergency Executive Order 20-19, the Governor of the State of the Minnesota ordered the continued closure of all public school buildings and facilities beginning on March 30, 2020 through May 4, 2020 (the “Distance Learning Period”); and

WHEREAS, pursuant to Emergency Executive Order 20-41, the Governor of the State of Minnesota extended the closure of all public school buildings for the remainder of the 2019-2020 school year (the “Extended Distance Learning Period”); and

WHEREAS, according to Emergency Executive Order 20-41, consistent with applicable labor agreements, school districts must utilize available staff who are able to work during the Distance Learning Period and the Extended Distance Learning Period; and

WHEREAS, according to Emergency Executive Order 20-41, during the Extended Distance Learning Period, all public schools must provide continuous education based upon previously developed distance learning plans; and

WHEREAS, in light of the closure of public school buildings during the peacetime emergency and the imposition of the Distance Learning Period and the Extended Distance Learning Period, the School District and the Association recognize that they will be unable to implement certain components of the TDE Plan and the “QCOMP Plan”; and

WHEREAS, the School District and the Association now desire to amend the TDE Plan and the “QCOMP Plan” for the limited purpose of clarifying their respective obligations for the remainder of the school year as a result of the closure of public school buildings due to the peacetime emergency.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AMENDMENTS TO THE TDE PLAN

1. **Probationary Teachers; Observations and Evaluations; Peer Reviews.** For the remainder of the 2019-2020 school year, formal observations and evaluations of probationary teachers shall be discontinued. The School District’s decision on whether to nonrenew the teaching contract of a probationary teacher shall be based upon observations and data collected prior to March 18, 2020 (the date of the Governor’s Emergency Executive Order related to school closure and preparation for distance learning). No peer review activities will be conducted for purposes of evaluation during the Extended Distance Learning Period.
2. **Probationary Teachers; Days of Teaching Service.** The days of instruction during the Distance Learning Period, the Extended Distance Learning Period, and the days of planning for the implementation of distance learning will be counted toward the required 120 days of teaching service under Minn. Stat. § 122A.40, subd. 5(e).

3. ***Summative Evaluations.*** Summative evaluations of teachers shall be based upon observations and data collected prior to March 18, 2020 (the date of the Governor’s Emergency Executive Order related to school closure and preparation for distance learning) and may include student growth data from any prior year of the three-year professional review cycle. Activities related to summative evaluations should be conducted by video conference or conference call, and not in person.
4. ***Teachers on Improvement Plans.*** A teacher on an improvement plan may have the plan reviewed by the School District on a case-by-case basis to determine whether any part of the improvement plan requires modification during the Extended Distance Learning Period. Any modifications to the improvement plan must receive prior written approval of the School District.

AMENDMENTS TO QCOMP PLAN

5. ***Observations and Evaluations; Step Advancement on Salary Schedule.*** For the remainder of the 2019-2020 school year, formal observations and evaluations of teachers shall be discontinued. Performance pay, and step advancement on the teacher salary schedule, will be awarded to teachers who meet the standards of the QCOMP Plan based upon observations and data collected prior to March 18, 2020.
6. ***Site Goals.*** In the event standardized testing is not administered to students (including MCA, NWEA MAP, Fastbridge and ACT), performance pay for Site Goals cannot be awarded for the 2019-2020 school year. The Education District and the Association have mutually agreed to re-allocate the site goal award for the 2020-2021 Education year on a one-time basis to the Measures of Student Growth goal.
7. ***Measures of Student Growth.*** Performance pay for measures of student growth can be awarded when student growth is demonstrated based upon data collected in the 2019-2020 school year prior to March 18, 2020. River Bluff Education Center exceeded the 2019-2020 Student Growth Goal. The stipends for this area will be awarded.
8. ***Professional Learning Communities.*** For the remainder of the 2019-2020 school year, professional learning communities (PLCs) practices will be modified to support distance learning plans. Performance pay related to work in PLCs may be awarded based upon work in the distance learning environment. Modifications related to involvement in PLCs must receive prior written approval of the Education District.
9. ***No Plan Change Form Required.*** The School District and the Association agree that the temporary changes set forth in this Agreement do not require the preparation and submission of a QCOMP “plan change form” to the Minnesota Department Education.

GENERAL PROVISIONS

- 10. ***Term of Agreement; Modification.*** This Agreement shall commence on the date it is fully executed by the parties and shall remain in effect until the close of business on June 30, 2020. This Agreement may be modified by mutual written agreement of the parties hereto.
- 11. ***No Past Practice.*** By entering into this Agreement, the parties acknowledge and agree that the actions taken by the School District in this Agreement shall not constitute, nor be interpreted as, a past practice.
- 12. ***No Reopening of Negotiations.*** This Agreement does not constitute a reopening of the CBA or negotiations.

EDUCATION DISTRICT NO. 6051

Dated: _____, 2020 By: _____
Board Chair

Clerk

ED MN - GOODHUE COUNTY EDUCATION DISTRICT, LOCAL NO. 4583

Dated: _____, 2020 By: _____

By: _____

E. Administrative Assistant Agreement

GOODHUE COUNTY EDUCATION DISTRICT #6051
ADMINISTRATIVE ASSISTANT ~~WAGE AND BENEFIT PACKAGE~~ AGREEMENT

~~2018-2020~~2020-2022

I. Effective Dates, Termination, and Duties

A. Effective Dates

The following Wage and Benefit package is effective ~~7/1/18-6/30/20~~7/1/2020 – 6/30/2022.

B. Termination During the Term

The District may terminate the employee's employment during the contract term for cause, but shall notify employee in writing of the proposed grounds for termination and the employee will have the opportunity to respond.

C. Duties

The employee shall perform the duties outlined in their job description.

D. Probationary Period

Employees shall serve a six (6) month continuous working probationary period, but the District reserves the right to extend the probationary period to the end of the school year upon written notice to the probationary employee. Employees shall be formally evaluated at least once during the probationary period.

E. Evaluations

Employees shall be formally evaluated at least once every three years following the probationary period.

II. Duty Year and Leaves

A. Basic Work Year

1. The employee's work schedule will be determined by the Director or designee, taking the requirements of the position into consideration. With agreement from Director or designee, daily hours may be flexed. This position has an FLSA Status of Exempt.
2. Employment will be for 260 days per year.

B. Emergency Days

Employees will be allowed to make up time lost due to snow emergency days, with the prior approval of their respective supervisor.

C. Sick Leave

The Administrative Assistant will earn 13 sick leave days per year. Sick leave will be prorated for employees starting after the first day of school.

Sick leave use is defined in MN Statute 181.9413. An employee may use sick leave provided by the Education District for absences due to an illness or injury to the employee's child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

The Education District may limit the use of sick leave benefits provided by the employer for absences due to an illness or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, including a

stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school.

This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Medical Certificate: The Education District may require an employee to furnish a medical certificate from a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the Education District. In the event that a medical certificate will be required, the employee will be so advised.

Deductions: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Unused sick leave will accumulate to 165 days for an employee working 7.5 hours per day 260 days per year.

D. Bereavement Leave

Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deductions will be made for the first 2-3 days; however, the next 3-2 days shall be deducted from accrued sick leave days. The Director, at his or her discretion, may grant that up to 2 sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

E. Personal Leave

Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Director of no more than 3 days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after the first day of school.

Requests for personal leave must be made in writing to the Director at least 3 days in advance. Personal leave days shall not be granted for the first and last days of the school year. The Director or designee may allow exceptions.

F. Jury Duty Leave

If the employee is absent because of jury service, the employee will receive regular salary from the District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be relinquished to the District.

G. Family Medical Leave

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to 12 weeks of unpaid leave per 12-month period in connection with (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a support personnel's spouse, child, or parent, and (4) the support personnel's own serious health condition.

Requests shall be made to the Director at least 30 days in advance when practicable. Employees are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the District.

H. Leave of Absence

A leave of absence (without pay) may be granted, for up to one year, with Board approval, to employees with at least 3 years of service for care of a grandparent, parent, spouse, child, or grandchild for up to one year without losing seniority.

Employees must notify the District of their intent to return by April 1, of the school year preceding their return. If the notification is not made, the employee will not be guaranteed a position in the coming year.

I. Holiday Pay

The District recognizes the following holidays: New Year’s Eve Day, New Year’s Day, President’s Day or float holiday if school is in session, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day. Employees will also receive 2 paid holidays to be used at their discretion.

J. Vacation Pay

	260 Day Employees
Years 1	5 Days
Years 2-9	10 Days
Years 10-19	15 Days
20+ Years	20 Days

Employees who work a minimum of 7.5 hours per day 260 days per year are eligible to receive the full amount of vacation days. The scheduling of vacations shall be approved by the Director or designee.

III. Insurance

A. Health/Hospitalization Insurance

Group Health/Hospitalization Insurance: The District shall contribute up to the sums indicated per month for 12 months towards the cost of the group insurance plans listed below for all employees who qualify, and are enrolled in, the group insurance plans. To qualify for the insurance benefit, the employee must work at least 7.5 hours per day 260 days per year.

The District shall contribute up to the amounts equal to the certified teaching staff contribution towards the premium for the employee and the employee’s dependents for health and hospitalization and dental insurance coverage under the District’s group plan.

B. Life Insurance

The District shall provide a group term life insurance plan for the Administrative Assistant working at least 7.5 hours per day and 260 days per year, providing \$50,000 of coverage for the employee, payable to the employee’s named beneficiary.

The District shall contribute the full premium for said coverage for employees working at least 7.5 hours or more per day and 260 days per year.

C. Income Protection Insurance

Income protection insurance shall be available for the Administrative Assistant.

The District shall contribute the full premium for said coverage for those employees working at least 7.5 or more hours per day and 260 days per year.

D. Claims Against the School District

The eligibility of the employee, or the employee’s dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is understood that the District’s only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

IV. Workers Compensation

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check endorsed to the school district prior to receiving payment from the school district for this absence.

V. Professional Growth:

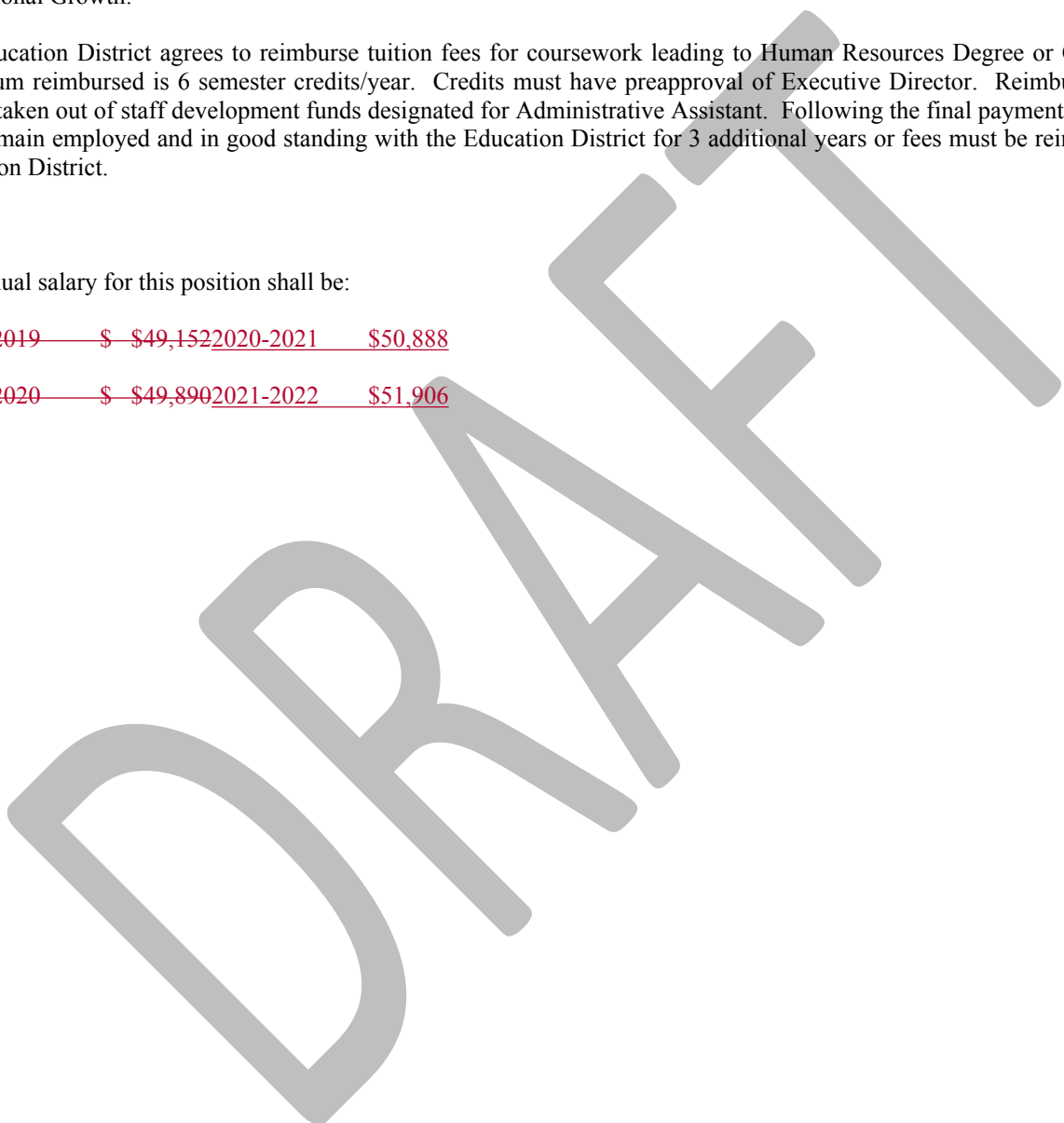
The Education District agrees to reimburse tuition fees for coursework leading to Human Resources Degree or Certificate. Maximum reimbursed is 6 semester credits/year. Credits must have preapproval of Executive Director. Reimbursed costs will be taken out of staff development funds designated for Administrative Assistant. Following the final payment, employee must remain employed and in good standing with the Education District for 3 additional years or fees must be reimbursed to Education District.

VI. Salary

The annual salary for this position shall be:

~~2018-2019~~ — \$ ~~\$49,152~~ ~~2020-2021~~ \$50,888

~~2019-2020~~ — \$ ~~\$49,890~~ ~~2021-2022~~ \$51,906



SCHEDULE A
TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the employee contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

<u>Years of Service in the Education District</u>	<u>Education District Match</u>
0-3	No Match, \$750,
4-10	\$500.00, \$1200,
11-20	\$1000.00, \$1500,
21+	\$1500.00, \$2500.

~~The Education District's maximum, lifetime contribution to the tax-deferred, matching-contribution plan is \$20,000.00 for each employee.~~

2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403 (b) or IRS Code Section 457 and any amendments thereto.
3. The Education District's contributions are not payable unless the employee authorizes a matching salary reduction.
4. Part-time employees shall be eligible for pro-rated contributions provided the employees authorize salary reductions of an equivalent amount paid to the plan for the same period.
5. The Education District's contributions and matching employee contributions will be made to a company of the employee's choice from vendors on approved list. The employee is responsible to make all arrangements required by the vendor to insure that proper payment is made by the Education District.
6. Participation in the plan shall be voluntary.
7. Employees who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Director.

F. Support Staff Agreement

GOODHUE COUNTY EDUCATION DISTRICT #6051
SUPPORT STAFF CONDITIONS OF EMPLOYMENT
 (Building Support Specialists, COTAs, Interpreters, and LPNs)
~~2018-2020~~2020-2022

I. Effective Dates, Termination, and Duties

A. Effective Dates

The following Wage and Benefit package is effective ~~7/1/18-6/30/20~~7/1/2020-6/30/2022.

B. Termination During the Term

Support staff are employee's at will. During the contract term, the District may terminate the employee's employment without any reason or may terminate the employee's employment.

C. Duties

The support staff shall perform the duties outlined in their job description.

D. Probationary Period

Employees shall serve a six (6) month continuous working probationary period, but the District reserves the right to extend the probationary period to the end of the school year upon written notice to the probationary employee. Employees shall be formally evaluated at least once during the probationary period.

E. Evaluations

Employees shall be formally evaluated at least once every three years following the probationary period.

II. Duty Year and Leaves

A. Basic Work Year

1. The employee's work schedule will be determined by the Director or designee, taking the requirements of the position into consideration.
2. Hours worked in excess of 40 hours per week will be paid at time and a half times the employee's hourly rate and shall be approved by the Director or designee in advance. In case of an emergency, the Director shall be notified during the next working day after the overtime is worked provided no prior approval can be given.
3. All hours worked on Sunday shall be paid at double time rates. Recognized holidays, if worked, shall be paid at time and one-half rate.
4. The employee's work schedule may be modified in the event of school closures either at the member district or education district level.

B. Emergency Days

Building Support Specialists, COTAs, Interpreters, and LPNs, do not work on snow days. In the event of early dismissal for snow emergency days employees will be paid to the next quarter hour (rounded up). Employees not required to report have the option to use personal time for pay.

C. Sick Leave

10 Month Employee	11 Month Employee	12 Month Employee
10 Days	11 Days	12 Days

Employees must work at least 20 hours a week to qualify for sick leave benefit. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is

interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hours of leave. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employees work year. The District may require an employee to furnish a medical certificate from a qualified physician indicating that the absence was due to illness of the employee, spouse or dependent.

Sick leave use is defined in MN Statute 181.9413. An employee may use sick leave provided by the Education District for absences due to an illness or injury to the employee's child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

The Education District may limit the use of sick leave benefits provided by the employer for absences due to an illness or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school.

This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Employees shall be allowed to accumulate to 130 days. Very serious illness in the immediate family (spouse, child, parent/guardian, grandparent, grandchild, sister, brother, and the same in-laws) will be treated as sick leave up to a limit of five days in any one school year.

If an employee resigns or retires, accumulated sick leave is forfeited.

D. Bereavement Leave

Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deductions will be made for the first ~~2-3~~ days; however, the next ~~3-2~~ days shall be deducted from accrued sick leave days. The Director, at his or her discretion, may grant that up to 2 sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

E. Personal Leave

Employees must work at least 20 hours a week to qualify for personal leave benefit. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hours of leave. Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Director of no more than 3 days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after the first day of school.

Requests for personal leave must be made in writing to the Director at least 3 days in advance. Not more than one person per program will be approved for personal leave on a particular day. Personal leave days shall not be granted for the first and last days of the school year. The Director or designee may allow exceptions.

At any time, no more than 1 employee within this agreement per building can be out on a personal leave with a limit of 2 total for the Education District.

E. Jury Duty Leave

If the employee is absent because of jury service, the employee will receive regular salary from the District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be relinquished to the District.

F. Family Medical Leave

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to 12 weeks of unpaid leave per 12-month period in connection with (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a support personnel’s spouse, child, or parent, and (4) the support personnel’s own serious health condition.

Requests shall be made to the Director at least 30 days in advance when practicable. Support Personnel are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the District. Paid leave must be exhausted before unpaid leave may be used.

G. Leave of Absence

A leave of absence (without pay) may be granted up to one year, with Board approval, to employees with at least 3 years of service. Employees must notify the District of their intent to return by April 1, of the school year preceding their return.

H. Holiday Pay

The District recognizes the following holidays: New Year’s Day, President’s Day or float holiday if school is in session, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

Employees must work at least 20 hours a week to qualify for holiday pay. Employees working pursuant to a letter of appointment and regularly scheduled to work a minimum of 7 hours per day and 210 days per year over a 12 month work year will be paid for all holidays that fall during a week in which they work. These employees will also receive 2 paid holidays to be used at their discretion.

Employees working a minimum of 20 hours per week and 50 days per year over a 9 month school calendar will receive holiday pay for Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year’s Day and Memorial Day. They must submit on their timecard the number of hours equal to a normal work day for the holiday and timely submit said timecard to the District.

H. Vacation Pay

	11 & 12 Month Employees
Years 1	4 Days
Years 2-9	8 Days
Years 10-19	12 Days
20+ Years	16 Days

Employees working a minimum of 7 hours per day and 11 or 12 months per year are eligible for vacation pay. Employees working at least 7 hours per day 11 or 12 months per year will receive the number of vacation days described in the schedule above. The scheduling of vacations shall be approved by the Director or designee.

Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hours of leave.

In the event of a Support Personnel termination, the Support Personnel may then receive pay, therefore, in lieu of his/her actual use of the vacation time.

III. Insurance

A. Health and Dental Insurance

Group Insurance: Health and Dental Insurance shall be available for Support Personnel.

For the ~~2018-2019~~2020-2021 year and the ~~2019-2020~~2021-2022 year, the District shall contribute to Health Insurance up to ~~\$250~~\$400/month ~~Single and \$300/month Family~~to pay health-hospitalization insurance for employees working at least 7 hours per day and 175 days per year.

Any additional premium, including premiums for those employees not eligible for the above contribution shall be the responsibility of the employee.

B. Life Insurance

C. The District pursuant to their letter of appointment shall provide a group term life insurance plan for Support Personnel, providing \$50,000 of coverage for the employee, payable to the employee's named beneficiary.

Income protection insurance shall be available for Support Personnel working a minimum of 200 days per year and 7 hours per day pursuant to a letter of appointment.

The District shall contribute the full premium for said coverage for those employees working 7 or more hours per day and at least 200 days.

D. Claims Against the School District

The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

IV. Workers Compensation

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check endorsed to the school district prior to receiving payment from the school district for this absence.

V. Salary

For the ~~2018-2019~~2020-2021 and the ~~2019-2020~~2021-2022 school year, salaries are paid according to the Board approved Wage Grid (Appendix A)

Increment Step

An employee must work at least 50% or more of the scheduled work year to be eligible for the next step of the wage schedule the following year.

Longevity

~~Longevity increases will be given as described below:~~

10-15 years of service	\$1.00/hour
15+ years of service	\$1.50/hour

APPENDIX A

SUPPORT STAFF WAGE SCHEDULE

2018-20202020-2022

Old Step	Step*	-2018-2020 Building Support Specialists	-2018-2020 LPN	-2018-2020 Interpreter/COTA
1-5	1	\$14.54	\$16.83	\$23.30
6	2	\$14.99	\$17.27	\$23.99
7	3	\$15.43	\$17.70	\$24.69
8	4	\$15.87	\$18.15	\$25.31
9	5	\$16.31	\$18.58	\$25.91
10	6	\$16.75	\$19.03	\$26.51
11	7	\$17.18	\$19.47	\$27.11
12	8	\$17.62	\$19.89	\$27.71
13	9	\$18.07	\$20.34	\$28.31
14	10	\$18.50	\$20.78	\$28.91

STEP	Building Support Specialists	-Building Support Specialists	LPN	LPN	Interpreter/COTA	Interpreter/COTA
1	\$14.83	\$14.54	\$17.17	\$16.83	\$23.77	\$23.30
2	\$15.29	\$14.99	\$17.62	\$17.27	\$24.47	\$23.99
3	\$15.74	\$15.43	\$18.05	\$17.70	\$25.18	\$24.69
4	\$16.19	\$15.87	\$18.51	\$18.15	\$25.82	\$25.31
5	\$16.64	\$16.31	\$18.95	\$18.58	\$26.43	\$25.91
6	\$17.09	\$16.75	\$19.41	\$19.03	\$27.04	\$26.51
7	\$17.52	\$17.18	\$19.86	\$19.47	\$27.65	\$27.11
8	\$17.97	\$17.62	\$20.29	\$19.89	\$28.26	\$27.71
9	\$18.43	\$18.07	\$20.75	\$20.34	\$28.88	\$28.31
10	\$18.87	\$18.50	\$21.20	\$20.78	\$29.49	\$28.91

\$2.00 MARSS duties

*The steps listed above do not necessarily correspond to years employed. Beginning in the 2018-2019 school year, Steps 1-4 were eliminated. Any employee on Steps 1-4, prior to that time, will be at Step 1 in the 2018-2019 school year. Any employee at Step 5, prior to that time, will be at Step 2 in the 2018-2019 school year.

Initial placement on the salary schedule will be determined by the District dependent on relevant experience in the field.

Mileage

Approved mileage will be reimbursed at the current Federal Rate.

SCHEDULE A

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the employee contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

<u>Years of Service in the Education District</u>	<u>Education District Match</u>
0-3	No Match,
4-10	\$500.00,
11-20	\$1000.00,
21+	\$1500.00.

The Education District's maximum, lifetime contribution to the tax-deferred, matching- contribution plan is \$20,000.00 for each employee.

2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403 (b) or IRS Code Section 457 and any amendments thereto.
3. The Education District's contributions are not payable unless the employee authorizes a matching salary reduction.
4. Part-time employees shall be eligible for pro-rated contributions provided the employees authorize salary reductions of an equivalent amount paid to the plan for the same period.
5. The Education District's contributions and matching employee contributions will be made to a company of the employee's choice from vendors on approved list. The employee is responsible to make all arrangements required by the vendor to insure that proper payment is made by the Education District.
6. Participation in the plan shall be voluntary.
7. Employees who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Director.

DRAFT

G. Leadership Agreement

GOODHUE COUNTY EDUCATION DISTRICT
LEADERSHIP CONDITIONS OF EMPLOYMENT
CONTRACT FOR ~~2018-2020~~2020-2022

This Employment Agreement is made and entered into by and between the School Board of the Goodhue County Education District (hereinafter referred to as the "Education District") and Leadership Personnel (hereinafter referred to as "Employee").

RECITALS:

WHEREAS, the Education District now offers the position of Coordinator, Assistant Special Education Director, Early Childhood Coordinator or Special Education Director to Employee; and

WHEREAS, Employee agrees to accept and perform the duties of said position pursuant to the terms and subject to the conditions described below.

NOW, THEREFORE, in consideration for Employee's acceptance to serve in this capacity for the Education District, and other good and valuable consideration, the parties agree to the following terms and conditions of employment:

1. **Effective Date; Duration; Termination.** The term of this Agreement is two (2) years commencing on July 1, ~~2018-2020~~ and ending on June 30, ~~2020~~2022. Thereafter, this Agreement shall remain in full force and effect except if modified by mutual consent of the Education District and the Employee, unless Employee resigns or is terminated and/or discharged under Minn. Stat. § 122A.40, as amended.

2. **Licensure Required.** Employee acknowledges that the position for which Employee is being employed requires a license issued by the State of Minnesota. Employee warrants and represents that Employee is legally qualified and licensed in the area(s) Employee will be working and that Employee has obtained, and will maintain during the course of employment under this Agreement, all license(s) required by the State of Minnesota. Employee acknowledges and agrees that a failure to obtain and/or maintain required state licenses may result in administrative and/or disciplinary action by the Education District, up to and including termination of employment.

3. **Assignment; Identification of Supervisors.** Employee shall be assigned to Goodhue County Education District #6051, Minnesota ("Red Wing") and shall provide support to the Education District's programs. Employee shall report to the Education District's Executive Director with respect to Education-related responsibilities.

4. **Duties.** Employee's duties include, but are not limited to, the following:

- a. Assume a lead role in developing, promoting, implementing and evaluating appropriate programs.
- b. Organize, coordinate and schedule various activities.
- c. Provide supervision and due process consultation to building level administration and staff as allowed by licensure.
- d. Facilitate on-going programs and supervise referrals, evaluations, and other due process procedures for special education services.
- e. Supervise the scheduling of staff and assist with staff evaluations.
- f. Promote and support staff development as needed.
- g. Search for various financial, physical and human resources to enhance programming.
- h. Supervise the development and maintenance of the annual budget and state reports.
- i. Model positive behaviors and communicate effectively with children, parents, staff and volunteers.
- j. Work with parents on an individual basis and in small groups to address issues or concerns of parents.
- k. Maintain positive and professional relationships with county human service, child-care and other professionals and seek collaborative relationships to enhance services or learning for parents and young children.
- l. Attend regional workshops as necessary or appropriate.
- m. Submit an annual report to the Education District's Executive Director summarizing accomplishments and successes.
- n. Employee is responsible to be knowledgeable about all Education District policies and procedures.
- o. This job description is not intended to be all-inclusive, and Employee will also perform other reasonably related duties as assigned by an immediate supervisor and or other management authority.

5. **Duty Year.** Employee's duty year shall be as adopted by the Education District's school board, and Employee agrees to perform services on those legal holidays on which the Education District is authorized to conduct school. Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with school board administrative policies. The duty year shall be outlined in Salary Grid.

6. **Sick Leave.** Employee shall earn paid sick leave at the rate of 15 days per year, which may be accumulated to a maximum of 120 days.

7. **Personal Leave.** Employee may use up to four (4) paid personal leave days, non-accumulative, during each contract year.

8. **Long Term Disability Insurance.** The Education District shall provide, at the Education District's expense, long-term disability coverage for Employee in the Education District's group plan.

9. **Medical Leave.** If Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to Minn. Stat. § 122A.40, subd. 12, Employee shall, upon request, be granted a medical leave of absence up to one year in duration without pay. The Education District's school board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which Employee is expected to be able to resume normal responsibilities. While on medical leave of absence, Employee is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but Employee shall pay the entire premium for such programs as Employee wishes to retain commencing with the beginning of the leave.

10. **Bereavement Leave.** Up to 5 days of leave shall be allowed for a death in the Employee's immediate family. No deductions will be made for the first ~~2~~³ days; however, the next ~~3~~² days shall be deducted from accrued sick leave days. For bereavement leave, "immediate family" is defined as Employee and/or spouse and the following related to either: child and spouse, stepchild and spouse, ward, guardian, parent, stepparent, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, uncle, aunt, nephew, and niece. Up to 2 sick leave days may be granted at the discretion of the Executive Director for illness, disability, or death of a close friend or other relative not specified above.

11. **Health and Dental Insurance.** The Education District shall provide Employee with health and dental insurance coverage, under the Education District's group plan, consistent with the rates and terms in the Master Agreement between Goodhue County Education District and Goodhue County Education District Federation of Educational Professionals.

12. **Life Insurance.** The Education District shall provide Employee, at the expense of the Education District, a group term life insurance plan with \$100,000.00 of coverage for Employee, payable to Employee's named beneficiary.

13. **Tax Sheltered Annuities.** Employee may participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minn. Stat. § 123B.02, subd. 15, and Education District policy.

14. **Deferred Compensation.** The Education District will contribute a matching amount of up to \$6,500.00 per year for Directors and \$5,500.00 per year for all other Employees covered in this agreement to a deferred compensation plan in accordance with Minn. Stat. § 356.24, subd. 1 (5).

15. **Mileage Reimbursement.** The Education District shall reimburse Employee for business use of Employee's privately owned automobile at the current IRS mileage

reimbursement rate. The obligation to reimburse mileage shall not extend to commutes from Employee's home to Employee's regular place of work.

16. **Conferences and Meetings.** The Education District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Education District's school board. Employee shall promptly advise Employee's immediate supervisor in advance of all meetings and conferences that Employee will be attending. Employee shall be allowed to attend one (1) national conference after the third continuous year of employment with the Education District, and then one (1) national conference once every three years thereafter. Employee shall file itemized expense statements to be processed and approved as provided by law.

17. **Dues for Professional Organizations.** The Education District shall pay such dues for Employee's membership in organizations in which the Education District requires Employee to be a member. In addition, the Education District shall pay the dues for Employee's membership in one (1) state and one (1) national organization of Employee's choice, as long such organizations are directly related to Employee's duties under this Agreement.

18. **Salary.** The annual salary may be modified as hereinafter provided for, shall not be reduced except as herein required, during the term of this Agreement. The salary shall be paid annually in (24) equal installments during the term of this Agreement. Employee's Base Salary is set forth in the following Salary Grid.

Assignment	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director of Special Education	230	\$113,160	\$114,857	\$116,580	\$118,329	\$120,104	\$121,905
Assistant Director of Special Education	225	\$101,599	\$103,123	\$104,670	\$106,240	\$107,833	\$109,451
Assistant Director of Systems Development	225	\$98,880	\$100,363	\$101,869	\$103,397	\$104,948	\$106,522
Early Childhood Coordinator	225	\$92,365	\$93,750	\$95,157	\$96,584	\$98,033	\$99,503
Coordinator	220	\$83,283	\$84,532	\$85,800	\$87,087	\$88,394	\$89,719

Assignment	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director of Special Education	230	\$115,423	\$117,155	\$118,912	\$120,696	\$122,506	\$124,344
Assistant Director of Special Education	225	\$103,631	\$105,185	\$106,763	\$108,365	\$109,990	\$111,640
Assistant Director of Systems Development	225	\$100,858	\$102,370	\$103,906	\$105,465	\$107,047	\$108,652
Early Childhood Coordinator	225	\$94,212	\$95,625	\$97,060	\$98,516	\$99,994	\$101,493
Coordinator	220	\$84,949	\$86,223	\$87,516	\$88,829	\$90,161	\$91,514

19. **Board Approval a Precondition.** This Agreement shall be effective only after it has been authorized by the school board of the Education District, following appropriate action by the school board, recorded in its minutes and executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

GOODHUE COUNTY EDUCATION DISTRICT

Dated: _____, 2018—2020 By:

Board Chair

Clerk

DRAFT

H. Evaluation Forms

CANNON FALLS TIMELINE FOR SUPERINTENDENT EVALUATION

**[These goals](#) were approved by the board at the [August 22, 2016 meeting](#)

TIMELINE

ACTION

**June-July
(Action #1-2)**

1. The school board and the superintendent review the superintendent's job description, the evaluation process, form(s), indicators, and timelines, and identify acceptable supporting documents, information, and data to be used to measure performance.
2. The superintendent and school board create goals which are based on the school district's goals and which are measurable and can be accomplished in twelve months. In the unlikely event that the school board and the superintendent are unable to come to mutual agreement, however, as the legal employer, the school board's determination prevails.

**1st Meeting in January
(Action #3-4)**

3. During a school board meeting, the school board chair and the superintendent review the evaluation process and form(s) with new school board members following their election and officially taking their seats on the school board.

January 9, 2017

4. The superintendent may complete a self-evaluation, with supporting documents to be provided to the school board. The data from a self-evaluation is the sole property of the superintendent and may be shared with his/her school board only if the superintendent so chooses.

**2nd Meeting in January
(Action # 5) (1/23/17)**

5. The superintendent makes a mid-year progress report to the school board on school district goals and her professional development goals.

**Immediately after #5
(Action #6-7)**

6. Each school board member completes the evaluation form(s) for the superintendent's mid-year, formative evaluation and returns them to the school board chair **at that meeting (1/23/17) or the next day.**

(1/23/17)

7. The school board chair creates a mid-year formative evaluation summary document consisting of each school board member's ratings and comments.

**1st Meeting in March
(Action #8-9) (3/13/17)**

8. The school board chair brings the mid-year formative evaluation summary document to the superintendent's evaluation meeting. Unless the superintendent requests the evaluation meeting be open, the school board must close the meeting. If the superintendent wants the evaluation to occur in an open meeting, the school board chair shall get the request in writing.

9. The school board shares and discusses with the superintendent the formative evaluation of his/her performance. The superintendent provides additional clarification/progress reports, if any, on school district goals and his/her professional development goals.

**2nd Meeting in March
(Action #10-11)**

10. The school board, at its next open meeting, shall summarize its conclusions regarding the formative evaluation.

(3/27/17)

11. The formative evaluation shall be attached to the summative evaluation and placed in the superintendent's personnel file (see number 17. below).

**May Board Meeting
(Action #12-13)**

12. Each school board member completes the summative evaluation form(s) and returns it to the school board chair.

(5/8/17)

13. The school board chair creates a summative evaluation summary document consisting of each school board member's ratings and comments.
-

May Board Meeting (5/22/17) 14. The school board chair brings the summative evaluation summary document to the superintendent's evaluation meeting. Unless the superintendent requests the evaluation meeting be open, the school board must close the meeting. If the superintendent wants the evaluation to occur in an open meeting, the school board chair shall get the request in writing. Start considering the goals for the next school year.

15. The school board shares and discusses with the superintendent its evaluation of his/her performance. The superintendent provides additional clarification/progress reports, if any, on school district goals and professional development goals. Changes to the evaluation may be made as a result of the discussions.

June Board Meeting (6/26/17) 16. The school board, at its next open meeting, shall summarize its conclusions regarding the summative evaluation. Consider establishing the new school years' goals, prior to the August meeting.

17. A copy of the final written summative evaluation form is placed in the superintendent's personnel file.

August (8/28/17) 18. Return to the beginning of the cycle.

NOTE: *In the last year of a superintendent's employment contract, the suggested timeline may need to be altered to allow for a summative evaluation to take place 6-9 months prior to the expiration date of said contract. Pursuant to M.S. 1238.143, subsequent employment contract negotiations may begin 365 days prior to the expiration of the existing contract, and the new contract will take effect upon expiration of the existing contract and is contingent upon the superintendent's successful completion of his/her existing contract.*

Cannon Falls Superintendent Evaluation by the School Board

2016-17

Beth Giese

Dear School Board Members:

During, or immediately following the 1-23-2017 School Board Meeting, you will be completing the 4 parts in this document. The parts are color coded per Goal. (Goals were approved at the August 22, 2016 board meeting.)

The first part is [Goal #1 Curriculum Improvement](#): It is in Blue

The second part is [Goal #2 Professional Growth](#): It is in Purple.

The third part is [Goal #3 School Promotion and Awareness](#). It is in Red.

The fourth part is [Goal #4 Personal Development](#). It is in Green.

After each of the 3 Goals, there is a spot for evidence of attainment and your comments.

- Beth will be presenting her evidence of attainment at the 1/23/2017 meeting.
- You will be writing in comments and handing them in after that meeting or the next day.

The written version of goals that you approved at the 8/22/2016 meeting and the Superintendent's Job Description are attached at the end of this packet.

Call if you have any questions.

**CANNON FALLS SCHOOL DISTRICT
PERFORMANCE APPRAISAL
Superintendent**

The superintendent and school board should establish at least two, but no more than three, school district goals and at least one, but no more than two, professional development goals. The goals should be clearly aimed at improvement student learning and/or climate for student learning and each goal must include Minnesota Rule 3512.0510 competencies linked to achieving the goal as well as measurable progress indicators to be accomplished by the superintendent during the next twelve months, understanding the circumstances may necessitate modifications during the year.

When possible measurement progress indicators, the evidence the school board expects to determine whether goals have been accomplished, should be mutually agreed to by the school board and superintendent. Each measurable progress indicator should be clear, understood by both the school board and superintendent and recorded under the goal.

Superintendent Competencies.

A person who serves as a superintendent shall demonstrate competence in the following core areas:

- A. Leadership by: collaboratively assessing and improving culture and climate; providing purpose and direction for individuals and groups; modeling shared leadership and decision-making strategies; demonstrating an understanding of issues affecting education; through a visioning process, formulating strategic plans and goals with staff and community; setting priorities in the context of stakeholder needs; serving as a spokesperson for the welfare of all learners in a multicultural context; understanding how education is impacted by local, state, national, and international events; demonstrating the ability to facilitate and motivate others; and demonstrating the ability to implement change or educational reform;
- B. Organizational management by: demonstrating an understanding of organizational systems; defining and using processes for gathering, analyzing, managing, and using data to plan and make decisions for program evaluation; planning and scheduling personal and organizational work, establishing procedures to regulate activities and projects, and delegating and empowering others at appropriate levels; demonstrating the ability to analyze need and allocate personnel and material resources; developing and managing budgets and maintaining accurate fiscal records; demonstrating an understanding of facilities development, planning, and management; and understanding and using technology as a management tool;
- C. Diversity leadership by: demonstrating an understanding and recognition of the significance of diversity, and responding to the needs of diverse learners; creating and monitoring a positive learning environment for all students; creating and monitoring a positive working environment for all staff; promoting sensitivity about diversity throughout the school community; and demonstrating the ability to adapt educational programming to the needs of diverse constituencies;
- D. Policy and law by: developing, adjusting, and implementing policy to meet local, state, and federal requirements and constitutional provisions, standards, and regulatory applications; recognizing and applying standards of care involving civil and criminal liability for negligence, harassment, and intentional torts; and demonstrating an understanding of state, federal, and case law governing general education, special education, and community education;
- E. Political influence and governance by: exhibiting an understanding of school districts as a political system, including governance models; demonstrating the ability to involve stakeholders in the development of educational policy; understanding the role and coordination of social agencies and human services; and demonstrating the ability to align constituencies in support of priorities and build coalitions for programmatic and financial support;
- F. Communication by: formulating and carrying out plans for internal and external communications; demonstrating facilitation skills; recognizing and applying an understanding of individual and group behavior in normal and stressful situations; facilitating teamwork demonstrating an understanding of conflict resolution and problem-solving strategies; making presentations that are clear and easy to understand; responding, reviewing, and summarizing information for groups; communicating appropriately, speaking, listening, and writing, for different audiences such as students, teachers, parents, community, and other stakeholders; and understanding and utilizing appropriate communication technology;
- G. Community relations by: articulating organizational purpose and priorities to the community and media; requesting and responding to community feedback; demonstrating the ability to build community consensus; relating political initiatives to stakeholders, including parental involvement programs; identifying and interacting with internal and external publics understanding and responding to the news media; promoting a positive image of schools and the school district; monitoring and addressing perceptions about

school-community issues; and demonstrating the ability to identify and articulate critical community issues that may impact local education;

- H. Curriculum planning and development for the success of all learners by: demonstrating the ability to enhance teaching and learning through curriculum assessment and strategic planning for all learners, including early childhood, elementary, middle and junior high school, high school, special education, gifted and talented, and adult levels; demonstrating the ability to provide planning and methods to anticipate trends and educational implications; demonstrating the ability to develop, implement, and monitor procedures to align, sequence, and articulate curriculum and validate curricular procedures; demonstrating the ability to identify instructional objectives and use valid and reliable performance indicators and evaluative procedures to measure performance outcomes; appropriately using learning technologies; demonstrating an understanding of alternative instructional designs, curriculum, behavior management, and assessment accommodations and modifications; and demonstrating an understanding of the urgency of global competitiveness;
- I. Instructional management for the success of all learners by: demonstrating an understanding of research of learning and instructional strategies; describing and applying research and best practices on integrating curriculum and resources to help all learners achieve at high levels; demonstrating the ability to utilize data for instructional decision making; demonstrating the ability to design appropriate assessment strategies for measuring learner outcomes; demonstrating the ability to implement alternative instructional designs, curriculum, behavior management, and assessment accommodations and modifications; and demonstrating the ability to appropriately use technology to support instruction;
- J. Human resource management by: demonstrating knowledge of effective personnel recruitment, selection, and retention; demonstrating an understanding of staff development to improve the performance of all staff members; demonstrating the ability to select and apply appropriate models for supervision and evaluation; describing and demonstrating the ability to apply the legal requirements for personnel selection, development, retention, and dismissal; demonstrating an understanding of management responsibilities to act in accordance with federal and state constitutional provisions, statutory and case law, regulatory applications toward education, local rules, procedures, and directives governing human resource management; demonstrating an understanding of labor relations and collective bargaining; and demonstrating an understanding of the administration of employee contracts, benefits, and financial accounts;
- K. Values and ethics of leadership demonstrating an understanding of the role of education in a democratic society demonstrating an understanding of and model democratic value systems, ethics, and moral leadership; demonstrating the ability to balance complex community demands in the best interest of learners; helping learners grow and develop as caring, informed citizens; and demonstrating an understanding and application of the Code of Ethics for School Administrators under part [3512.5200](#);
- L. Judgment and problem analysis by: identifying the elements of a problem situation by analyzing relevant information, framing issues, identifying possible causes, and reframing possible solutions; demonstrating adaptability and conceptual flexibility; assisting others in forming opinions about problems and issues; reaching logical conclusions by making quality, timely decisions based on available information; identifying and giving priority to significant issues; demonstrating an understanding of and utilize appropriate technology in problem analysis; and demonstrating an understanding of different leadership and decision-making strategies, including but not limited to collaborative models and model appropriately their implementation; and
- M. Safety and security by: demonstrating the ability to develop and implement policies and procedures for safe and secure educational environments; demonstrating the ability to formulate safety and security plans to implement security procedures including an articulated emergency chain of command, safety procedures required by law, law enforcement assistance, communication with the public, and evacuation procedures; demonstrating the ability to identify areas of vulnerability associated with school buses, buildings, and grounds and formulate a plan to take corrective action; demonstrating an understanding of procedural predictability and plan variations where possible; and demonstrating the ability to develop plans that connect every student with a school adult, eliminate bullying and profiling, and implement recommended threat assessment procedures

Rubric of Superintendent Goals

****Please use this ranking scale****

Use a #1 if you feel:	Use a #2 if you feel:	Use a #3 if you feel:	Use a #4 if you feel:	Use a #5 if you feel:
Performance routinely fails to meet the requirements and expectations in one or more important aspects. Specific suggestions for improvement should be noted.	Performance may meet the requirements and expectations in one or more important aspects, but not all. Suggestions for	Performance meets the requirements and expectations.	Performance meets and often exceeds the requirements and expectations.	Performance clearly exceeds the requirements and expectations.

GOAL 2: Superintendent Professional Development Goals

	Pertinent to MN RULE 3512.0510 Competency	Measurable Progress Indicator 1	Measurable Progress Indicator 2	Measurable Progress Indicator 3
<p>Superintendent/ Professional Development <u>Section 1</u> Professional Growth: The Superintendent will develop herself professionally to stay current with issues and trends related to educational leadership and school finance.</p>		<p>Chairman of the Region 1 Leadership team for MASA: Attend workshops, conferences, seminars, and various meetings related to educational leadership and school finance.</p> <p>Ranking: _____</p>	<p>Legislative liaison MASA representative for Region 1</p> <p>Ranking: _____</p>	<p>Selected as an AASA candidate for National Superintendent licensure. Using Eduplanet21 I will connect as a cohort to discuss program topics, connect with your mentors, and share information, experiences, and questions about my work as a superintendent.</p> <p>Ranking: _____</p>

Evidence of Progress Toward Attainment of GOAL 2 and Board Member Comments:
Use this space to write your reasons for your ranking.

GOAL 3: Superintendent School Promotion and Awareness

	Pertinent to MN RULE3512.0510 Competency	Measurable Progress Indicator 1	Measurable Progress Indicator 2	Measurable Progress Indicator 3
<p>Superintendent School Promotion and Awareness Section 1 School Promotion and Awareness The Superintendent will provide the leadership for the district to better communicate with the general public those positive activities, programs, accomplishments, and district improvements.</p>		The Superintendent will continue to write a monthly Education Update to the community on nine separate topics.	The Superintendent will promote positive schools happenings through social media sources, weekly.	The Superintendent create a promotion campaign, of the Cannon Falls Schools, and present to the local realtors.
		Ranking: _____	Ranking: _____	N/A

Evidence of Progress Toward Attainment of GOAL 3 and Board Member Comments:
Use this space to write your reasons for your ranking.

GOAL 4: Superintendent Personal Development

	Pertinent to MN RULE3512.0510 Competency	Measurable Progress Indicator 1	Measurable Progress Indicator 2	Measurable Progress Indicator 3
Superintendent Personal Goal <u>Section 1</u> Personal Development		The Superintendent will work on developing a plan to improve communication with staff.	The Superintendent will work with the Technology department to develop a plan for more communication between the School Board and Technology Coordinator.	
		Ranking: _____	Ranking: _____	N/A

Evidence of Progress Toward Attainment of GOAL 4 and Board Member Comments:
Use this space to write your reasons for your ranking.

Cannon Falls Superintendent:

Signature

Date: _____

Cannon Falls Board Chair

Signature

Date: _____

Cannon Falls Board Member

Signature

Date: _____

Cannon Falls Board Member

Signature

Date: _____

Cannon Falls Board Member

Signature

Date: _____

Cannon Falls Board Member

Signature

Date: _____

Cannon Falls Board Member

Signature

Date: _____

Cannon Falls Superintendent Evaluation Goals

These are the Goals that were approved at the 8/22/2016 meeting and are in the MSBA ranking form listed above. This page is for your reference only.

Performance Goal #1: Curriculum Improvement

The Superintendent will provide leadership designed to improve student performance and promote academic improvement of the schools within the District.

Indicators and measurement:

1. The Superintendent shall evaluate long-range curriculum objectives in order to challenge the academic skills of all students in the district. This process shall require the Superintendent's interaction with all building administrators and curriculum committees to identify the need of the district.
2. The Cannon Falls Schools World's Best Workforce will include this data.

Performance Goal #2: Professional Growth

The Superintendent will develop herself professionally to stay current with issues and trends related to educational leadership and school finance.

Indicators and measurement:

1. Chairman of the Region 1 Leadership team for MASA: Attend workshops, conferences, seminars, and various meetings related to educational leadership and school finance.
2. Legislative liaison MASA representative for Region 1
3. Selected as an AASA candidate for National Superintendent licensure. Using Eduplanet21 I will connect as a cohort to discuss program topics, connect with your mentors, and share information, experiences, and questions about my work as a superintendent.

Performance Goal #3: School Promotion and Awareness

The Superintendent will provide the leadership for the district to better communicate with the general public those positive activities, programs, accomplishments, and district improvements.

Indicators and measurement:

1. The Superintendent will continue to write a monthly Education Update to the community on nine separate topics.
2. The Superintendent will promote positive schools happenings through social media sources, weekly.
3. The Superintendent create a promotion campaign, of the Cannon Falls Schools, and present to the local realtors.

Performance Goal #4: Personal Development

1. The Superintendent will work on developing a plan to improve communication with staff.
2. The Superintendent will work with the Technology department to develop a plan for more communication between the School Board and Technology Coordinator.

JOB DESCRIPTION

TITLE: Superintendent of Schools

QUALIFICATIONS: Must hold appropriate current Minnesota administrative licensure.
Previous successful teaching and administrative experience

REPORTS TO: School Board

JOB GOAL: The Superintendent is the Board's chief executive officer and the administrative head of all divisions and departments of the school system. He/she is viewed as the chief professional advisor to the Board of Education and is accountable to it.

It is the Superintendent's duty to administer the policies of the Board and to provide leadership for the entire school system. As the Board's professional consultant, he/she makes recommendations to the Board for changes in policies and the educational program.

The Superintendent provides the initiative, driving force, and technical guidance for the improvement of the total program of the school system.

PERFORMANCE RESPONSIBILITIES:

1. Relationship to the Board of Education

- a. Directs the management of the District within the framework of all Board policies.
- b. Recommends specific policies, procedures, plans, and programs for attaining School District objectives, and provides leadership in solving major problems and in providing orderly management and maximum utilization of resources.
- c. Keeps the Board informed on issues, needs, and the operation of the school system.
- d. Offers professional advice to the Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.
- e. Enforces all applicable provisions of laws and regulations.
- f. Supports Board policy and actions to the public and staff.
- g. Attempts to maintain a harmonious working relationship with the Board.
- h. Devotes full time and energy to the performance of duties in a faithful, diligent, and efficient manner.
- i. Provides for the development and implementation of long and short-range plans for achieving District goals and objectives, and recommends such plans to the Board.
- j. Accepts responsibility for maintaining good relations between the Board and District personnel, working towards a high degree of understanding and respect between the staff and the Board.
- k. Prepares and distributes a responsible agenda for all board meetings (including adequate support documents well in advance of meeting) and for follow-up on actions taken.
- l. Prepares, maintains, and regularly updates a manual of District policies and procedures.
- m. Advises Board of educational meetings of significance, attendance at which Board members could enhance Board effectiveness.
- n. Assumes a strong leadership role in the negotiations process, assisting the Board with planning, research, and recommendations.

2. Staff and Personnel Relationships

- a. Establishes and maintains a sound plan of personal organization and the assignment of line and staff relationships which provide the proper framework for accomplishing the District's objectives.
- b. Provides for thorough and complete dissemination, interpretation, and administration of all District policies in order to establish a framework within which key subordinates can discharge their responsibilities effectively.
- c. Provides for the development of a system of recruitment, selection, and appointment in order to obtain the best available personnel, as authorized by the Board of Education.
- d. Establishes an effective system for measuring and reporting to the Board the performance of administrators against established job responsibilities as well as suggestions for improvement.

- e. Provides for the evaluation of non-administrative personnel in a way that gives commendation for good work as well as constructive suggestions for improvement.
- f. Provides major direction for the development of administrative talent to meet present and future organizational needs.
- g. Treats all personnel fairly, without favoritism or discrimination, while insisting on satisfactory performance of duty.
- h. Develop and encourage continuing education through in-service training, workshops, etc.

3. Leadership

- a. Stays abreast of trends and development in the fields of elementary, secondary, and post-secondary that may affect the well-being and future of the District and applies the best new techniques and knowledge to District operations to make the District the strongest and most outstanding school system possible.
- b. Participates with staff, Board and community in studying, developing, and improving the curriculum.
- c. Provides democratic procedures in developing school programs, utilizing the abilities and talents of the professional staff and lay people of the community.
- d. Inspires others to the highest professional standards.
- e. Shall effectively oversee or delegate the responsibility for all school programs.
- f. Mandates an effective program of evaluation of school personnel by the principals.

4. Community Relations

- a. Gains respect and support of the community in the conduct of the school programs.
- b. Achieves status as a community leader in public education.
- c. Develops, recommends, and carries out, in coordination with members of the Board, a program for effective communication between the schools and the general public and for maintaining open and positive relations with state, regional, and local governments and/or agencies, businesses, industry, and professional groups.

5. Business and Finance

- a. Keeps informed on needs of the school program – plant, facilities, equipment, and supplies.
- b. Keeps abreast of current and proposed legislation affecting the funding of school districts in order to position the district for maximum revenue.
- c. Supervises all business operations, insisting on competent and efficient performance.
- d. Provides direction for the preparation of the annual District budget to be recommended to the Board of Education for approval.
- e. Determines that funds are spent wisely, and that adequate control and accounting procedures are maintained.
- f. Evaluates financial needs and makes recommendation for adequate financing.

6. Personal requirements.

- a. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters.
- b. Earns respect and standing among professional colleagues.
- c. Demonstrates ability to work well with individuals and groups.
- d. Exercises good judgment and a participatory management style in arriving at decisions.
- e. Possesses and maintains a level of health and energy necessary to meet the responsibilities of position.
- f. Maintains poise and emotional stability in the full range of professional activities.
- g. Uses language effectively in dealing with staff members, the Board, and the public.
- h. Speaks well in front of large and small groups, expressing ideas in a logical and forthright manner.
- i. Maintains professional development by reading, conference attendance, work on professional committees, visits with other district, and meetings with other superintendents.

7. Employee responsible to be knowledgeable about all district policy.

This job description is not intended to be all-inclusive, and employee will also perform other reasonable related business duties as assigned by immediate supervisor and other management.

Employee Acknowledgement

Date

This organization reserves the right to revise or change job duties and responsibilities as the need arises. This job description does not constitute a written or implied contract of employment.

Beth Giese
Superintendent Goals for 17-18

Performance Goal #1: Educator Effectiveness

The Superintendent will provide leadership designed to improve student performance and promote academic improvement of the schools within the District.

Indicators and measurement:

1. The Superintendent shall evaluate educator effectiveness through best practices, professional development and standards alignment. This process shall require the Superintendent's interaction with the staff development committee to identify the needs of the district.

Performance Goal #2: OPEB

The Superintendent will guide the Cannon Falls School Board and negotiators through the steps and processes for OPEB (Other Post Employment Benefits).

Indicators and measurement:

1. Superintendent will guide the negotiations team through a sunset clause in the 2017-19 Teacher Master Agreement.
2. Prepare for a possible levy and communicate with the BOE on process.

Performance Goal #3: Creating Documents for Rental Policies and Fundraising Procedures

The Superintendent will provide the leadership and develop a written format of rental and fundraising procedures within the district. This will provide better communication with the general public and offer guidelines from Cannon Falls Schools

Indicators and measurement:

1. A document outlining the rental procedures of the District
2. A document outlining the fundraising procedures of the District

Performance Goal #4: Personal Development

1. The Superintendent will complete her AASA National Certification by February 2018, including a *State of the School Address*, Ted Talk and Capstone.
2. The Superintendent will join Ruth's Table, an organization for female leaders with the intention of working on communication.

1	2	3	4	5
Performance routinely fails to meet requirements and expectations in one or more important aspects. Specific suggestions for improvement should be noted.	Performance may meet requirements and expectations in one or more important aspects, but not all. Suggestions for improvement should be noted.	Performance meets requirements and expectations.	Performance meets and often exceeds requirements and expectations.	Performance clearly exceeds requirements and expectations.

From: Developing a Fair and Effective Superintendent Evaluation by Nancy Gundlach MSBA Journals

http://216.114.200.148/Public/MSBA_Docs/DevelSuptEval.pdf?CFID=2917349&CFTOKEN=75003896

1. A good evaluation process doesn't happen by chance; rather, it's the result of thoughtful planning and decision-making.
2. An effective evaluation should measure the results of the superintendent's work on specific, predetermined goals and priorities.
3. A good evaluation process should also include goals and priorities that align with established district goals and priorities.
4. An effective evaluation is only as good as the level of board support it garners. After all, no superintendent can succeed if he/she must be accountable to multiple board members who have each set individual goals.

Planning and preparation

Wise school leaders recognize that they must work together to reach a consensus about the superintendent's evaluation. Therefore the board should:

- gather and review relevant documents and identify emerging issues and any areas of concern that need special attention.
- hold a meeting for the purpose of developing the evaluation process and procedures.
- agree on the evaluation method, instrument, criteria, and timeline to be used.

Most boards begin by reviewing the superintendent's job description, the district's mission statement, emerging issues of concern, and both short- and long-term district goals and priorities in order to identify the focuses of the superintendent's work for the coming year. School boards also consider any contract-related performance evaluation criteria that exist. Board members should review all of these documents and information prior to attending the evaluation planning meeting.

The evaluation meeting

The purpose of the evaluation planning meeting is to help the board decide what is most important and what should be evaluated in the future. To accomplish this task, the board and superintendent should ask the following three questions:

- What is most important and should be evaluated?
- What can we expect to see in the future as a result of the superintendent's work?
- How will we know?

The board should set no more than five goals. The board should assess the goals to determine whether they will provide the information it hopes to get from the evaluation. Many professionals assess goals for effectiveness by asking if the goal is simple and clear, measurable, achievable, results-oriented, and timely. Therefore, the board should ask the following questions about each goal:

- Is the goal clear and understood by both the board and superintendent?
- Is the goal measurable? Is the superintendent clear about what the board will view as successful performance?
- Can the superintendent accomplish the goal? Is it realistic?
- Will the district benefit if the goal is accomplished?
- What can the board expect to see, and when will the members see it?

Once a goal is assessed, it should be incorporated into the existing evaluation instrument, or, if none exists, a new one should be developed. According to the National School Boards Association, evaluation instruments typically use one or a combination of four evaluation methods. The commonly used methods are checklists and/or rating forms, essays and written summaries, analysis of objectives, and analysis of outcomes/goals. While each method comes with its set of pros and cons, the school

board and superintendent should choose the method(s) that make the most sense to them, based on the chosen goals and the results they hope to achieve. School boards should then reach consensus on both the chosen evaluation criteria and evaluation instrument. Finally, boards should also decide whether to schedule any interim meetings and when the final year-end summative meeting will be held.

Implementing the evaluation process and procedures

Use these procedures to evaluate its superintendent's performance. To do so the board should:

- hold any scheduled interim/progress meeting(s),
- prepare for and hold the summative evaluation meeting, and
- understand the legal issues related to the evaluation process.

Increasingly, boards and superintendents are opting to hold two or three progress meetings. These meetings are important because they allow the superintendent to give an update on his/her progress and to share any problems that could prevent achieving the goals. The meetings also allow for any necessary course corrections to give the superintendent a fair chance to reach the agreed upon goals and should go a long way toward preventing surprises from popping up during the summative meeting that can derail an otherwise favorable performance.

Before holding the summative evaluation meeting, a copy of the instrument should be sent to board members to complete and return to a designated member of the board—most likely, the board chair. The chair should compile the numeric ratings and comments into a single document for the board's discussion at the meeting. Also, the board should receive a written report from the superintendent, outlining his/her progress toward each of the agreed-upon goals and how achievement of each goal can be measured. During the summative meeting, which may be closed under state law, the board and superintendent should use the compiled evaluation results summary to talk about each goal and how the board, individually and collectively, views the superintendent's performance in that area. As the board reviews each goal and/or priority area, it should ask two questions: what progress has been made, and what evidence exists to validate that progress? Remember, many goals are multi-year in nature, which means more progress will occur in some years than others. The superintendent should provide additional insight and input into the discussion. At the conclusion of the meeting, the board must decide what it will publicly say about the superintendent's evaluation at its next open meeting.

Cautions

School boards should be aware of the laws that affect the evaluation process.

1. Performance evaluation data are private, personnel data, which means the data may not be publicly shared.
2. State statute allows the board to close a meeting to evaluate the performance of an individual who is subject to its authority. Remember, the same statute allows the superintendent the final choice of whether the meeting will be open or closed. Also, the board should note that it is legally required to summarize its conclusions regarding the superintendent's evaluation at its next open meeting.
3. Because the evaluation data are private, personnel data, the board should be cautious when disclosing any information relative to the superintendent's (or any employee's) performance to prevent violating the superintendent's privacy rights.
4. The superintendent, as an ex-officio member of the board, has the right to be at all board meetings, committee meetings, and subcommittee meetings—including any evaluation meetings.
5. No law requires the board to annually evaluate its superintendent, but the bottom line is that such evaluation provides an opportunity to clarify expectations, establish district and superintendent work priorities and goals, and establish a basis for whether to offer a subsequent employment contract or not.

Post-evaluation related activities

There are three important tasks that still need attention. The board must:

- identify goals and priorities for the coming year and write them down;
- schedule a board self-evaluation;
- establish and/or maintain open communication between the board and superintendent, to address problems as they arise.

Once one evaluation is complete, another cycle begins. The board should once again review the instrument and rating system to see if they're still relevant. The board should also include any goals which remain from the previous years' evaluations. A wise board knows that its performance affects the superintendent's performance and recognizes the mutually complementary nature of their roles. They know board issues can get in the way of effective leadership and should seek to correct problems as they arise.

To that end, school boards should set aside time for an annual board self-evaluation, so members can reflect on board best practices, identify board strengths, and address areas of improvement. That practice sends an important message which says improvement is both valued and important.

Finally, effective boards and superintendents realize that evaluation is an ongoing process that requires clear, open lines of communication between the board and superintendent. Good communication can eliminate and/or reduce the number of problems that arise during the year and that steal focus and energy away from the real work of educating the students of the district.

I. Goodhue County HHS Contracts

Goodhue County Health and Human Service Professional Service Agreement
With Goodhue County Education District

Goodhue County Education District(s)(GCED) (#252, #253, #256, #813, #2172, #2805) located at 395 Guernsey Lane, Red Wing, MN 55066, hereafter referred to as the “Agency” and

Goodhue County Health & Human Services, 426 West Avenue, Red Wing, Minnesota 55066 hereafter referred to as the “Contractor” enter into this agreement for the period from July 1, 2020 to June 30, 2021.

This contract may be extended by written agreement between the Agency and the Contractor.

WITNESSETH

WHEREAS, the Contractor is an organization licensed by the Department of Human Services and the Minnesota Department of Health to provide **Case Management and Supportive Services;**

WHEREAS, the Contractor and the Agency agree to participate in providing Interagency coordinated services and programs for children; and

WHEREAS, it is to the Contractor’s and the Agency’s best interest, the community’s benefit, and the enhancement of Children’s Mental Health to provide a clinical and family based component in order for children with disabilities to satisfactorily progress emotionally, socially and educationally; and

WHEREAS, the Contractor is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and the Contractor agree as follows:

1. **Agency and Contractor Duties:**

The Goodhue County Education District agrees to provide funding towards these collaborative services and the contractor agrees to furnish the following:

1.	<u>Child General Case Management - 193X</u>	<u>\$165,000.00</u>
2.	<u>Child Rule 79 Case Management - 490X</u>	<u>\$120,000.00</u>
3.	<u>DD Waiver Case Management - 591X</u>	<u>\$ 90,873.00</u>

Agency agrees to provide the facility, including appropriate space for the provision of mental health including the services for children/families enrolled in the program. The classrooms and other facilities in which students receive instruction, related services and supplemental aids and services shall be essentially equivalent to regular education programming, shall provide an atmosphere conducive to learning, and shall meet student’s special physical, sensory, and emotional needs.

NOW THEREFORE, IT IS AGREED, by and between the Contractor and the Agency, the conditions of the contract as follows:

- a. Provide direct individual, group and family services to qualified students with disabilities in the Goodhue County Education District. The IEP/IFSP of these qualified students with disabilities contains documentation of the need for the services.
- b. Provide direct services to the parents (guardians) and families of the Interagency County Education District Program children through parent education, case management, crisis planning and intervention, and mental health consultation.

- c. Serve as support liaison between home, school, and community agencies. Case managers and social workers will participate in an interagency committee related to children in the Education District school child study team meetings on children served. In addition to providing general clinical input, the case managers and social workers will complete evaluations and make recommendations for program placement transition.
- d. Ensure that the mental health professional shall participate on an interagency County Education District committee to consider the special needs and develop appropriate services for each student.
- e. Provide mental health consultation to special education staff, regular education staff, school administrators, and other Agency personnel as appropriate.
- f. The Contractor will employ social worker to provide services to children participating in the Early Childhood Education Program. All County social workers must pass the State Merit System exam and be “certified” by Minnesota Merit System for County hire. Personnel may also hold licenses from Board of Teaching, Commissioner of MDE or Board of Social Work.
- g. A Mental Health Practitioner Social Workers/Family Therapist/Consultant will be subcontracted through the contractor for the length of this contract.
- h. Direct service will be provided according to student’s IEP/IFSP each day school is in session, including the regular school year, extended school year and beyond. The student’s IEP/IFSP will document need for services, including need for extended school year.
- i. Schedule flexibility will be allowed so that evening parent education and family services may be provided and the mental health component can be integrated and coordinated with the education component.
- j. Services will consist of program development and implementation, including case management diagnostic assessments, crisis planning and intervention, treatment planning, individual and group counseling, parent education, family counseling, consultation, team meetings, report writing, and meeting other applicable policies and procedures of the Contractor and the Agency. The process of providing a service offered through this contractual agreement will be done as an IEP/IFSP team decision function and not solely by a decision of a district or Contractor.
- k. Direct clinical time and direct administrative supervision will be provided by the Contractor staff.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid to the Contractor for the Purchased Services shall not exceed **\$375,873.00**
- b. It is understood and agreed that in the event the reimbursement to the Contractor and/or the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations for each party hereunder shall thereupon be modified or terminated; notification by the party seeking modification/termination must be served on all parties at least 60 days prior to proposed action.
- c. The Director of Special Education for Goodhue County Education District and the Director of Goodhue County Health & Human Services shall be responsible for oversight of the contracted services when such services are being submitted for reimbursement for special education aids.

3. Eligibility for Services

Eligibility for services under this contract shall be:

- a. All children must have legal residence in Goodhue County as per MN Statute 120A.22.
- b. All children must be identified as disabled according to Minnesota Department of Education regulations and be in need of special education services.
- c. All children determined to be eligible for the Setting IV must be at least three (3) years old but less than twenty-one (21) years old.
- d. The Contractor and the Agency shall secure, and then share:
 - 1. Joint release of information.
 - 2. Assessment report (child).

3. ISP, IEP.
4. Parent Conference/Periodic Review(s) Reports.

Written reports shall contain documentation of student progress toward ISP, IEP Goals/Objectives.

- e. The Contractor shall follow established written due process procedures for terminating services to a client. The Agency shall be notified in 30 days.

4. Payment for Purchased Services

The Contractor will invoice the Agency in July of each year for the previous SFY. The Agency shall reimburse the Contractor 100 percent of the billed costs for the provision of the services in item 1 within 60 days of receipt of the bill.

5. Audit and Record Disclosures

- a. Allow Director of the Contractor and the Minnesota Department of Human Services access to the Agency's facility records at regular office hours to exercise their responsibility to monitor Purchased services.
- b. Records pertaining to the contract at the Contractor's Offices and the Agency's offices for three years for audit purposes.

6. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in the MN Data Practices Act, HIPAA or FERPA, or for any purpose not directly connected with the Contractor and the Agency responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

7. Equal Employment Opportunity and Civil Right Non-Discrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules regulations and orders prohibiting discrimination in employment, facilities and services. The Contractor shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

8. Fair Hearing and Grievance Procedures

Contractor agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statute; section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and administrative rules of the Department of Education.

9. Bonding, Indemnify, Insurance and Audit Clause

- a. Bonding: Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies, in an amount not less than 1/6 of the not to exceed total in 2.a.

b. Indemnify: Contractor agrees that it will, at all times, indemnify and hold harmless the Agency from any and all liability, loss, damages, costs of expenses which may be claimed against the Contractor:

1. By reason of any service client's suffering personal injury, death, or property loss, or damages either while participating in or receiving services from the Contractor under this agreement, or
2. By reason of the service client's causing injury to, or damage to, the property of another Person during any time when the Contractor or his assigns, or employee thereof, has undertaken or is furnishing the care and service called for under this agreement.

c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy of not less than \$1,000,000/\$3,000,000.

d. Audit: The Contractor agrees that within 60 days after the termination date of this contract, an audit of said records will be conducted by a Certified Public Accounting firm, with a copy of same available to the Agency upon request.

10. Conditions of the Parties' Obligations

a. Before the termination date specified in Section 1 of this agreement, the Contractor and the Agency may evaluate the performance of this agreement to determine whether such performance merits review of this agreement.

b. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been submitted in writing, duly signed, and attached to the original of this agreement.

c. No claim for services furnished by the Contractor, not specifically provided in this agreement, will be allowed by the Agency.

11. Subcontracting

The Contractor and the Agency may enter into subcontracts for any of the goods and services contemplated under this agreement without prior written notification. All subcontracts shall be subject to the requirements of this contract. The Contractor and the Agency shall be responsible for the performance of any subcontractor retained by that party in performance of its duties under this contract.

12. Miscellaneous

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the Agency relating to the subject matter hereof.

IN WITNESS WHEREEOF, the Contractor and the Agency have executed this Agreement as of the day and year first above written.

APPROVED BY:

By: _____
Agency: GCED Board Chair Date _____

By: _____
Agency: GCED Director Date _____

By:  _____
Contractor: GCHHS Board Chair Date 5-19-2020

By:  _____
Contractor: GCHHS Director Date 5-19-2020

By: _____
Goodhue County Attorney Date _____

Goodhue County Education District Professional Service Agreement
With Goodhue County Health and Human Services

The **Goodhue County Health & Human Services**, 426 West Avenue, Red Wing, Minnesota 55066, hereafter referred to as the "Agency" and

Goodhue County Education District(s) (#252, #253, #256, #813, #2172, #2805) located at 395 Guernsey Lane, Red Wing, MN 55066 hereafter referred to as the "Contractor" enter into this agreement for the period from **July 1, 2020** to **June 30, 2021**.

This contract may be extended by written agreement between the Agency and the Contractor.

WITNESSETH

WHEREAS, The Contractor is an organization certified by the Minnesota Department of Education to provide **Educational Assistance setting IV Special Education Services**;

WHEREAS, the Contractor and the Agency agree to participate in providing Interagency coordinated services and programs for children; and

WHEREAS, it is to the Contractor and the Agency best interest, the community's benefit, and the enhancement of Children's Mental Health to provide a clinical and family based component in order for children with disabilities to satisfactorily progress emotionally, socially and educationally; and

WHEREAS, the Contractor along with the Agency will fund the Setting IV and Early Childhood Programs for Children; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Contractor and the Agency agree as follows:

1. **Agency and Contractor's Duties**

The Goodhue County Health & Human Services agrees to provide funding towards these collaborative services and the Contractor agrees to furnish the following:

1. **Educational Assistance setting IV - 139X** **\$526,870.00**
2. **Transportation to Ensure School Stability for Students in Foster Care - 416X** **\$5000.00**
(These funds can be used for Educational Assistance if transportation funding is not utilized)

Contractor agrees to provide the facility, including appropriate space for the provision of mental health including the services for children/families enrolled in the program. The classrooms and other facilities in which students receive instruction, related services and supplemental aids and services shall be essentially equivalent to regular education programming, shall provide an atmosphere conducive to learning, and shall meet student's special physical, sensory, and emotional needs.

NOW THEREFORE, IT IS AGREED, by and between the Contractor and the Agency, the conditions of the contract as follows:

- a. Direct service will be provided according to student's IEP/IFSP each day school is in session, including the regular school year, extended school year and beyond. The student's IEP/IFSP will document need for services, including need for extended school year.
- b. Schedule flexibility will be allowed so ~~that~~ evening parent education and family services may be provided and the mental health component can be integrated and coordinated with the education

component.

- c. Services will consist of program development and implementation, including diagnostic assessments, treatment planning, individual and group counseling, parent education, family counseling, consultation, team meetings, report writing, and meeting other applicable policies and procedures of the Contractor and the Agency. The process of providing a service offered through this contractual agreement will be done as an IEP/IFSP team decision function and not solely by a decision of the Contractor or the Agency.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid to the Contractor for the Purchased Services shall not exceed **\$531,870.00.**
- b. It is understood and agreed that in the event the reimbursement to the Contractor and/or the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations for each party hereunder shall thereupon be modified or terminated; notification by the party seeking modification/termination must be served on all parties at least 60 days prior to proposed action.
- c. The Director of Special Education for Goodhue County Education District and the Director of Goodhue County Health & Human Services shall be responsible for oversight of the contracted services when such services are being submitted for reimbursement for special education aids.

3. Eligibility for Services

Eligibility for services under this contract shall be:

- a. All children must have legal residence in Goodhue County as per MN Statute 120A.22.
- b. All children must be identified as disabled according to Minnesota Department of Education regulations and be in need of special education services.
- c. All children determined to be eligible for the Setting IV must be at least three (3) years old but less than twenty-one (21) years old.
- d. The Contractor and the Agency shall secure, and then share:
 1. Joint release of information.
 2. Assessment report (child).
 3. ISP, IEP.
 4. Parent Conference/Periodic Review(s) Reports.

Written reports shall contain documentation of student progress toward ISP, IEP Goals/Objectives.

- e. The Contractor shall follow established written due process procedures for terminating services to a client. The Agency shall be notified in 30 days.

4. Payment for Purchased Services

- a. Certification of expenditures: The Contractor shall submit invoices for Contract Services provided, to the Agency in January and July of each year. The invoice shall show total program and administrative expenditures for the SFY.

5. Audit and Record Disclosures

- a. Allow Director of the Agency and the Minnesota Department of Human Services access to the Contractor's facility records at regular office hours to exercise their responsibility to monitor purchased services.

- b. Records pertaining to the contract at the Contractor offices and the Agency offices for three years for audit purposes.

6. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in the MN Data Practices Act, HIPAA or FERPA, or for any purpose not directly connected with the Contractor's or Agency's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

7. Equal Employment Opportunity and Civil Right Non-Discrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules regulations and orders prohibiting discrimination in employment, facilities and services. The Contractor shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

8. Fair Hearing and Grievance Procedures

The Contractor agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statute; section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and administrative rules of the Department of Education.

9. Bonding, Indemnify, Insurance and Audit Clause

a. Bonding: The Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies, in an amount not less than 1/6 of the not to exceed total in 2.a.

b. Indemnify: The Contractor agrees that it will, at all times, indemnify and hold harmless the Agency from any and all liability, loss, damages, costs of expenses which may be claimed against the Contractor or Agency:

- 1. By reason of any service client's suffering personal injury, death, or property loss, or damages either while participating in or receiving from the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
- 2. By reason of the service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof, has undertaken or is furnishing the care and service called for under this agreement.

c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity

provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy of not less than \$1,000,000/\$3,000,000.

d. Audit: The Contractor agrees that within 60 days after the termination date of this contract, an audit of said records will be conducted by a Certified Public Accounting firm, with a copy of same available to the Agency upon request.

10. Conditions of the Parties' Obligations

a. Before the termination date specified in Section 1 of this agreement, the Contractor and the Agency may evaluate the performance of this agreement to determine whether such performance merits review of this agreement.

b. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been submitted in writing, duly signed, and attached to the original of this agreement.

c. No claim for services furnished by the Contractor, not specifically provided in this agreement, will be allowed by the Agency.

11. Subcontracting

The Contractor and the Agency may enter into subcontracts for any of the goods and services contemplated under this agreement without prior written notification. All subcontracts shall be subject to the requirements of this contract. The Contractor and the Agency shall be responsible for the performance of any subcontractor retained by that party in performance of its duties under this contract.

12. Miscellaneous

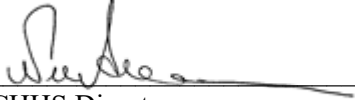
Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the Agency relating to the subject matter hereof.

IN WITNESS WHEREEOF, the Contractor and the Agency have executed this Agreement as of the day and year first above written.

APPROVED BY:

By: 
Agency: GCHHS Board Chair

5-19-2020
Date

By: 
Agency: GCHHS Director

5-19-2020
Date

By: _____
Contractor: GCED Board Chair

Date

By: _____
Contractor: GCED Director

Date

By: _____
Goodhue County Attorney

Date

RENEWAL NOTICE



Issued Date: May 20, 2020
Renewal Number: #R082032912
Renewal Due Date: September 1, 2020

Prepared for **Goodhue County Education District**
395 Guernsey Lane
Red Wing, MN 55066

Michelle Faber
michelle.faber@hoonuit.com
952-222-1532

Solution Renewal for Goodhue County Education District

We value your partnership with Hoonuit! Please review your current subscription details. The Hoonuit Professional Learning Delivery System has over 1,700+ modules that leverages an outcome-based learning framework. It is available not only to your teachers and staff, but also to the students and parents in your district. Our unprecedented delivery system can be customized to help you meet your needs, including the below:



1-year District-Wide License
USD 3,230.68
September 1, 2020 to August 31, 2021

Included in your subscription:

- ✓ **Outcome-based Learning Framework**
- ✓ **On-Demand Library Access**
- ✓ **Implementation & Support Team Members**
- ✓ **Usage Reports & Certificates of Completion**
- ✓ **508 & WCAG Compliant**
- ✓ **Learning Management System Integration with LTI**
- ✓ **Customized Course Capability**
- ✓ **Assignments, Recommendations, Assessments**

Order and Payment Information

General Information

Tax ID # 81-0959432

Tax Exempt Form Required in:
MN, OH, WA, WI

Payment Terms: NET 30

Sending a Purchase Order:

Review the enclosed Renewal Notice and Proposal. Send, email, or fax a valid purchase order for renewal to:

Hoonuit
Accounts Receivable
118 Wood St, STE 105
Little Falls, MN 56345
Fax: 603.215.0106
michelle.faber@hoonuit.com

Sending Payment by Check:

Review the enclosed Renewal Notice and Proposal. Send your payment for the amount of the renewal to the following address. *Please include the Renewal Number and your contact information.*

Hoonuit
Accounts Receivable
118 Wood St., STE 105
Little Falls, MN 56345

Goodhue County Education District

Actuarial Valuation Report
Other Post-Employment Benefits
Under GASB Statement 75

Valuation Date:	July 1, 2019
Measurement Date:	July 1, 2019
Fiscal Year Beginning:	July 1, 2019
Fiscal Year Ending:	June 30, 2020

Table of Contents

Actuarial Certification	3
Executive Summary	4
Summary of Results	4
Key Dates.....	4
Events & Decisions	5
Plan and Employer Accounting	6
Reconciliation of Changes in Total OPEB Liability	6
Total OPEB Liability Sensitivity to Changes in Assumptions	6
GASB 75 OPEB Expense.....	7
GASB 75 Amortization Schedule	8
Required Supplementary Information	9
Projected Benefit Payments.....	10
Plan Liabilities	11
GASB 75 Liabilities	11
Plan Assets	12
Other Information	13
Plan Participants.....	13
Active Participants Age/Service Grid	14
Methods and Assumptions	15
Summary of Plan Provisions.....	19
Claim Cost Development.....	20
Glossary	21

Actuarial Certification

We have prepared an actuarial valuation of the other post employment benefit plans for the Goodhue County Education District as of July 1, 2019 to enable the plan sponsor to satisfy the accounting requirements under Statements of Governmental Accounting Standards No. 75. The results of the valuation set forth in this report reflect the provisions of the plan communicated to us through July 1, 2019. This report should not be used for other purposes or relied upon by any other person without prior written consent from Hildi Incorporated.

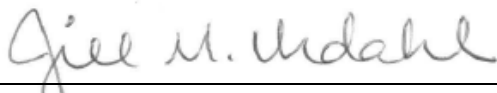
This valuation is based on participant and financial data provided by the Goodhue County Education District and is summarized in this report. An audit of the financial and participant data provided was not performed, but we have checked the data for reasonableness as appropriate based on the purpose of the valuation. We have relied on all the information provided, including plan provisions and asset information, as complete and accurate.

A range of results, different from those presented in this report, could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precision. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of such future measurements.

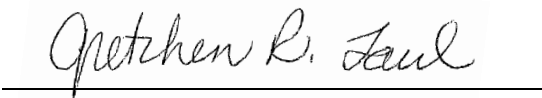
All costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures using assumptions that we believe reasonably estimate the anticipated experience of the plan. The calculations reported herein are consistent with our understanding of the provisions of GASB Statement 75.

Actuarial computations under Statements of Governmental Accounting Standards are for the purposes of fulfilling employer accounting requirements and trust accounting requirements. Computations for other purposes may differ significantly from the results shown in this report.

We are available to answer any questions on this material, or to provide explanations or further details, as may be appropriate. The undersigned credentialed actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.



Jill M. Urdahl, FSA



Gretchen Faul, ASA

Hildi Incorporated
14852 Scenic Heights Road, Suite 205
Minneapolis, MN 55344
P 952.934.5554

Report finished in May 2020

Executive Summary

This report has been prepared for the Goodhue County Education District, for the fiscal year ending June 30, 2020, to assist in complying with the reporting and disclosure requirements under GASB Statement 75.

Summary of Results

The results below reflect an initial implementation date under GASB 75 for the fiscal year ending June 30, 2018. The discount rate is based on the estimated yield of 20-Year AA-rated municipal bonds. The overall single discount rate is 3.10%.

OPEB benefits have historically been funded on a pay-as-you-go basis (PAYGO). Under GASB 75, plan sponsors may set up a trust and pre-fund the benefits. There is no requirement to pre-fund benefits under GASB 75. However, continuing on a PAYGO basis will create a Total OPEB Liability (TOL) on the balance sheet. Results throughout the report assume continued funding under PAYGO.

GASB Accounting Summary		
1. Liabilities as of 07/01/2019		
a. Total OPEB Liability (TOL)	\$	180,063
b. Valuation Salary		5,980,871
c. TOL as % of Payroll, a. / b.		3%
2. Annual Costs for the Year Beginning 07/01/2019		
a. Estimated Pay-as-you-go Cost (PAYGO)	\$	9,768
b. OPEB Expense Under GASB 75		27,319
3. Discount Rate		3.10%

Key Dates

The results presented in this report are based on a July 1, 2019 valuation date. GASB 75 allows the use of a valuation date that is up to 30 months and one day prior to the most recent fiscal year end.

Valuation Date	July 1, 2019
Measurement Date	July 1, 2019
Reporting Date	June 30, 2020

Events & Decisions

Plan Experience:

- There was a liability gain of \$16,405 due to updated census data.
- There was a liability gain of \$31,863 due to claims and premiums lower than expected.

Plan Changes: None.

Assumption Changes:

- The health care trend rates were changed to better anticipate short term and long term medical increases.
- The mortality tables were updated from the RP-2014 White Collar Mortality Tables with MP-2016 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2018 Generational Improvement Scale.
- The salary increase rates were changed from a flat 3.00% per year for all employees to rates which vary by service and contract group.
- The discount rate was changed from 3.40% to 3.10%.
- These changes decreased the liability \$14,316.

Method Changes: None.

Plan and Employer Accounting

Reconciliation of Changes in Total OPEB Liability

Below is a reconciliation of the Total OPEB Liability for the fiscal year ending June 30, 2020. ***These exhibits should be used as the basis for financial reporting under GASB 75 for the fiscal year ending June 30, 2020. As described in the GASB 75 standard, a one-year lookback may be used when preparing financial disclosures under GASB 75.***

Fiscal Year Ending	June 30, 2020
1. Measurement Year	July 1, 2018 to July 1, 2019
2. Used for Reporting Date	June 30, 2020
3. Total OPEB Liability (TOL) -- Beginning of Measurement Year	\$ 219,114
a. Service Cost	26,972
b. Interest Cost	8,171
c. Assumption Changes	(14,316)
d. Plan Changes	0
e. Differences between Expected and Actual Experience	(48,268)
f. Benefit Payments	(11,610)
g. Other Changes	0
h. Net Change in Total OPEB Liability	(39,051)
4. Total OPEB Liability (TOL) -- End of Measurement Year	\$ 180,063
5. Covered Employee Payroll	5,980,871
6. TOL as % of Payroll	3%

Assumptions as of the Measurement Date	7/1/2019
1. Discount Rate	3.10%
2. Medical Trend Rate	6.50% decreasing to 5.00% over 6 years
3. Dental Trend Rate	NA

Total OPEB Liability Sensitivity to Changes in Assumptions

Measurement Date	7/1/2019
1. Selected Discount Rate	\$ 180,063
a. 1% Decrease in Discount Rate	195,206
b. 1% Increase in Discount Rate	165,649
2. Selected Healthcare Cost Trend Rates	\$ 180,063
a. 1% Decrease in Trend Rates	155,350
b. 1% Increase in Trend Rates	210,263

GASB 75 OPEB Expense

Below is the OPEB Expense for the fiscal year ending June 30, 2020. ***These exhibits should be used as the basis for financial reporting under GASB 75 for the fiscal year ending June 30, 2020. As described in the GASB 75 standard, a one-year lookback may be used when preparing financial disclosures under GASB 75.***

Fiscal Year Ending	June 30, 2020
1. Components of OPEB Expense	
a. Service Cost	\$ 26,972
b. Interest Cost	8,171
c. Liability Gain or Loss	(6,034)
d. Assumption Changes	(1,790)
e. Projected Investment Return	0
f. Investment Gain or Loss	N/A
g. Administrative Expenses	0
h. Plan Changes	0
i. Total	<u>27,319</u>
2. Deferred Outflows of Resources	
a. Liability Losses	\$ 0
b. Assumption Changes	0
c. Investment Losses	N/A
d. Estimated Employer Contributions*	<u>9,768</u>
e. Estimated Total*	9,768
3. Deferred Inflows of Resources	
a. Liability Gains	\$ 42,234
b. Assumption Changes	12,526
c. Investment Gains	<u>N/A</u>
d. Total	54,760
4. Future Recognition of Deferred Flows in OPEB Expense (Fiscal Years Ending)	
a. June 30, 2020	N/A
b. June 30, 2021	\$ (7,824)
c. June 30, 2022	(7,824)
d. June 30, 2023	(7,824)
e. June 30, 2024	(7,824)
f. June 30, 2025	(7,824)
g. Thereafter	(15,640)

* Under GASB 75, employer contributions made after the Measurement Date and before the Reporting Date must be disclosed as Deferred Outflows of Resources. The amount shown should be updated with the actual employer contributions when preparing the disclosures at fiscal year-end.

GASB 75 Amortization Schedule

Outstanding amortization bases for Deferred (Inflows) and Outflows of Resources as of the employer fiscal year-end:

Date Established	Type	Original Amount	Original Years	Amortization Amount	Remaining Amount as of 06/30/2020	Remaining Years as of 06/30/2020
7/1/2019	Liability (Gain)/Loss	(\$48,268)	8	(\$6,034)	(\$42,234)	7
7/1/2019	Assumption Change	(14,316)	8	(1,790)	(12,526)	7

Required Supplementary Information

Below is a schedule of changes in the Net OPEB Liability and related ratios for the two most recent fiscal years. Public entities are required to show 10 years of information, or as many years as available until a full 10-year trend is compiled.

Fiscal Year Ending	June 30, 2020	June 30, 2019
1. Measurement Year	July 1, 2018 to July 1, 2019	July 1, 2017 to July 1, 2018
2. Used for Reporting Date	June 30, 2020	June 30, 2019
3. Total OPEB Liability (TOL) -- Beginning of Measurement Year	\$ 219,114	\$ 190,639
a. Service Cost	26,972	29,878
b. Interest Cost	8,171	7,350
c. Assumption Changes	(14,316)	0
d. Plan Changes	0	0
e. Differences between Expected and Actual Experience	(48,268)	0
f. Benefit Payments	(11,610)	(8,753)
g. Other Changes	0	0
h. Net Change in Total OPEB Liability	(39,051)	28,475
4. Total OPEB Liability (TOL) -- End of Measurement Year	\$ 180,063	\$ 219,114
5. Covered Employee Payroll	5,980,871	5,412,192
6. TOL as % of Payroll	3%	4%

Notes to Schedule

Benefit Changes: None.

Assumption Changes

- For the fiscal year ending June 30, 2019: None.
- For the fiscal year ending June 30, 2020:
 - The medical trend rates, mortality tables, and salary increase rates were updated.
 - The discount rate changed from 3.40% to 3.10%.

Projected Benefit Payments

The Projected Benefit Payments are based on the assumptions, plan provisions, and participant data as of July 1, 2019. The Projected Benefit Payments are prepared on a closed group basis (i.e. no new entrants).

Year Beginning July 1 and Ending June 30 of the Following Year	Implicit Subsidy Only Payments	Subsidized Payments	Total Projected Net Payments
2019	\$ 9,375	\$ 393	\$ 9,768
2020	9,197	1,121	10,318
2021	2,637	1,116	3,753
2022	5,123	1,111	6,234
2023	8,074	1,105	9,179
2024 - 2028	59,584	3,975	63,559
2029 - 2033	86,661	0	86,661
2034 - 2038	141,685	0	141,685
2039 - 2043	257,977	0	257,977
2044 - 2048	384,762	0	384,762
2049 - 2053	235,009	0	235,009
2054 - 2058	158,183	0	158,183
2059 - 2063	21,605	0	21,605
2064 - 2068	0	0	0
2069 - 2073	0	0	0
2074 - 2078	0	0	0

Note: The subsidized payment projections are estimates. When preparing fiscal year-end disclosures, the actual subsidized benefit payments that were made for the fiscal year from the Goodhue County Education District should be used. **Please contact Hildi Inc. when preparing your fiscal year-end disclosures.**

Plan Liabilities

GASB 75 Liabilities

The following table compares the liabilities calculated as of the current and prior valuation date.

Liabilities at Valuation Date		
1. Valuation Date	July 1, 2019	July 1, 2017
2. Discount rate	3.10%	3.40%
3. Medical trend rate		
a. Current year	6.50%	6.50%
b. Ultimate year	5.00%	5.00%
c. Years to ultimate trend rate	6	6
4. Present value of benefits	\$ 668,057	\$ 603,331
5. Accrued liability (Total OPEB Liability)		
a. Split by implicit rate liability vs. direct subsidy liability		
i. Implicit rate liability	172,608	183,496
ii. Direct subsidized liability	<u>7,455</u>	<u>7,143</u>
iii. Total	180,063	190,639
b. Split by status		
i. Actives	165,433	161,956
ii. Retirees and beneficiaries	<u>14,630</u>	<u>28,683</u>
iii. Total	180,063	190,639
6. Service Cost	27,781	29,878
7. Estimated net benefit payments		
a. Actives (from expected retirements)	2,736	2,980
b. Retirees and beneficiaries	<u>7,032</u>	<u>6,166</u>
c. Total	9,768	9,146

Plan Assets

None.

Other Information

Plan Participants

	July 1, 2019	July 1, 2017
1. Participant counts		
a. Actives	111	111
b. Retirees receiving payments	1	1
c. Spouses receiving payments	<u>0</u>	<u>0</u>
d. Total participants	112	112
2. Active participant statistics		
a. Average age	41.1	40.7
b. Average hire service	6.3	5.2
c. Total expected pay for year	\$ 5,980,871	\$ 5,254,555
3. Retirees (excludes spouse)		
a. Average age: Pre-65	63.2	61.2
b. Average age: Post-65	0.0	0.0
4. Number of retirees by age		
a. Under 50	0	0
b. 50 to 54	0	0
c. 55 to 59	0	0
d. 60 to 64	1	1
e. 65+	<u>0</u>	<u>0</u>
f. Total	1	1

Covered Population: All of the active employees who have access to health insurance and all retirees who have elected to continue coverage on the employer's medical plan after retirement have been included in this valuation. Retirees with dental coverage only have been excluded as no Implicit Rate Subsidy was valued for dental insurance.

Active Participants Age/Service Grid

Years of Service																						
Attained Age	Under 1		1 to 4		5 to 9		10 to 14		15 to 19		20 to 24		25 to 29		30 to 34		35 to 39		40 & up		Total	
	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp
Under 25	4	47,705	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	47,705
25 to 29	7	50,338	5	44,643	2	60,377	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	49,738
30 to 34	7	38,561	6	56,903	5	43,137	2	48,512	0	0	0	0	0	0	0	0	0	0	0	0	20	46,203
35 to 39	3	47,425	13	51,257	4	75,239	4	64,486	0	0	0	0	0	0	0	0	0	0	0	0	24	56,980
40 to 44	2	60,690	6	47,130	0	0	2	65,335	4	73,281	0	0	0	0	0	0	0	0	0	0	14	59,139
45 to 49	1	97,503	4	68,207	2	71,801	2	53,960	0	0	1	61,653	0	0	0	0	0	0	0	0	10	68,351
50 to 54	0	0	2	38,345	3	54,484	1	140,688	1	26,585	1	45,307	1	64,195	0	0	0	0	0	0	9	57,435
55 to 59	1	58,248	1	20,096	3	50,985	1	62,959	0	0	2	38,545	0	0	0	0	0	0	0	0	8	46,419
60 to 64	2	61,195	1	29,179	1	24,221	0	0	1	25,700	1	59,484	0	0	1	64,195	0	0	0	0	7	46,453
65 to 69	0	0	0	0	0	0	1	77,250	0	0	0	0	0	0	0	0	0	0	0	0	1	77,250
70 & up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	27	50,182	38	50,330	20	56,081	13	67,266	6	57,568	5	48,707	1	64,195	1	64,195	0	0	0	0	111	53,882

The average compensation shown in each cell represents the average for the number of active participants in that cell.

Methods and Assumptions

Summary of Methods	
Valuation/Census Data Date	July 1, 2019
Measurement Date	July 1, 2019
Actuarial Cost Method	Entry Age, level percentage of pay
Actuarial Assets	None
Amortization of Deferred Resource Flows	Average of expected remaining service on a closed basis for differences between expected and actual experience and assumption changes.
Economic Assumptions	
Discount Rate	3.10%
20-Year Municipal Bond Yield	3.10%
Inflation Rate	2.50%
Salary Increases*	Service graded table, see sample rates Note: Increased pay 3% to bring forward to the valuation date.
Medical Trend Rate	6.50% as of July 1, 2019 grading to 5.00% over 6 years
Dental Trend Rate	NA
Other Assumptions	
Mortality*	Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2018 Generational Improvement Scale
Disability	None
Withdrawal	See sample rates
Retirement	See sample rates
Expenses	Assumed paid outside of Plan
Percent Married	Current Retirees: Actual retiree/spouse elections used. Future Retirees: Males 85%, Females 65%
Age Difference	Actual spouse birthdate for current retirees (if provided). For all others, males assumed to be 3 years older than females.
Retiree Plan Participation	Future Retirees Electing Coverage: Pre-65 subsidy available: 75% Pre-65 subsidy not available: <ul style="list-style-type: none"> • Support Staff and Paraprofessionals 5% • All Others 40%
Percent of Married Retirees Electing Spouse Coverage	Percent Future Retirees Electing Pre-65 Spouse Coverage: Spouse subsidy available: 25% Spouse subsidy not available: 25%
Benefits Not Included	The Goodhue County Education District provides access to dental insurance during retirement. However, the implicit rate liability is not significant for dental insurance and has not been included in this valuation.
Patient Protection and Affordable Care Act (PPACA)	The PPACA may add a new high-cost plan excise tax (e.g. the Cadillac Tax) starting in calendar year 2022. We have determined the effect of this tax is negligible so no adjustment to the liability was made. We will continue to monitor the impact of this provision under the future guidance on this assumption.

*Teacher rates are being applied to the Director and the Leadership Team in addition to the Teachers.

Analysis of Prescribed Assumptions

None.

Analysis of Non-prescribed Assumptions

Unless otherwise specified below, all non-prescribed assumptions have been determined with input from the actuary, even though the plan sponsor may be ultimately responsible for selecting the assumption.

Economic Assumption	Rationale
All Economic Assumptions	Economic assumptions are based on input from a variety of published sources of historical and projected future financial data. Each assumption was reviewed for reasonableness with the source information as well as for consistency with the other economic assumptions.
Discount Rate	Since the plan is not funded by an irrevocable trust, the discount rate is set by reviewing 20-year municipal bond yields.
20-Year Municipal Bond Yield	The municipal bond rate assumption was set by considering published rate information for 20-year high quality, tax-exempt, general obligation municipal bonds as of the Measurement Date.
Salary Increases	The salary scale used to value GASB 75 liabilities is similar to the table used to value pension liabilities for Minnesota school district employees. The rates for teachers, the director and the leadership team are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2008 through June 30, 2014 and a study of economic assumptions dated November 2017. The rates for other employees are based on the Public Employees Retirement Association of Minnesota most recent six-year experience study for the General Employees Plan completed in 2015 and a review of the inflation assumption dated September 11, 2017.
Inflation	The long-term inflation assumption has been chosen based on a review of historical changes in the Consumer Price Index (CPI.) Published projections of future inflation rates were also considered.
Medical Trend Rate	The medical trend rates have been chosen based on a review of historical health care increase rates, projected health care increase rates, and projected health care expenditures as a percentage of GDP. The components of health care costs were considered when developing the aggregate set of trend rates. We have reviewed all provisions of the PPACA that may apply to this valuation and have not made any adjustments, currently, to the medical trend rate due to the potential future Cadillac Tax of the PPACA. We will continue to monitor the PPACA provisions and make adjustments to the Medical Trend Rate, if material.

Analysis of Non-prescribed Assumptions *continued*

Other Assumptions	Rationale
Mortality	The rates used are recent tables developed and recommended by the Society of Actuaries.
Retirement & Withdrawal	The retirement and withdrawal assumptions used to value GASB 75 liabilities are similar to those used to value pension liabilities for Minnesota school district employees. The rates are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2008 through June 30, 2014.
Disability	Plan disability benefits are of similar value to other plan benefits. Therefore, disability incidence is presumed to be included in retirement and withdrawal incidence.
Retiree Plan Participation & Percent of Married Retirees Electing Spouse Coverage	The plan participation percentages for retirees and their spouses reflect past, current, and expected future expectations of medical plan enrollment for current actives and retirees. These amounts are adjusted to reflect population changes, differences in actual versus expected liabilities, and changes in enrollment/participation patterns.

Changes since prior valuation

- The health care trend rates were changed to better anticipate short term and long term medical increases.
- The mortality tables were updated from the RP-2014 White Collar Mortality Tables with MP-2016 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2018 Generational Improvement Scale.
- The salary increase rates were changed from a flat 3.00% per year for all employees to rates which vary by service and contract group.
- The discount rate was changed from 3.40% to 3.10%.

Sample Withdrawal and Retirement Rates

Years of Service	Withdrawal % for Males	Withdrawal % for Females
0	32.00%	29.00%
1	15.00%	13.00%
2	11.00%	11.00%
3	8.50%	9.00%
4	6.25%	7.00%
5	5.25%	5.50%
6	4.60%	4.00%
7	4.10%	3.50%
8	2.80%	3.00%
9	2.30%	2.50%
10	2.00%	2.10%
15	1.10%	1.10%
20	0.60%	0.60%
25 or more	0.50%	0.50%

Attained Age	Retirement % Rule of 90	Retirement % Not Rule of 90
55	35%	5%
56	35%	5%
57	35%	5%
58	35%	5%
59	35%	5%
60	35%	10%
61	35%	10%
62	35%	25%
63	35%	10%
64	35%	10%
65+	100%	100%

Salary Increase Rates

Years of Service	Teacher Salary Increase	Others Salary Increase
1	8.85%	11.25%
2	7.10%	8.25%
3	6.60%	6.75%
4	6.35%	5.75%
5	6.75%	5.25%
6	6.20%	4.95%
7	6.05%	4.65%
8	5.90%	4.55%
9	5.75%	4.45%
10	5.60%	4.25%
11	5.35%	4.00%
12	5.10%	3.85%
13	4.85%	3.75%

Years of Service	Teacher Salary Increase	Others Salary Increase
14	4.60%	3.65%
15	4.35%	3.65%
16	4.10%	3.60%
17	3.85%	3.55%
18	3.65%	3.50%
19	3.55%	3.50%
20	3.45%	3.50%
21	3.35%	3.50%
22	3.25%	3.45%
23	3.15%	3.35%
24	3.05%	3.35%
25	2.95%	3.35%
26 or more	2.85%	3.25%

Summary of Plan Provisions

Following is a summary of the major plan provisions used to determine the plan's financial position. It should not be used in determining plan benefits.

Contract Group		Teachers	All Others
Source of Plan Provision Information		Contract effective July 1, 2019	Contracts effective July 1, 2018 and individual employment agreements
Access to Group Insurance			
Eligibility	Age*	55	55
	Service**	3	3
Monthly Blended Premium Note:	Medical	Blended monthly premium is \$547 for single and \$1,459 for family	
		Implicit Rate Subsidy valued until Medicare eligibility	
Subsidized Benefits			
Medical	Eligibility	Age	55
		Service	Hired before July 1, 1989
	Retiree Benefit		\$1,500 per year toward single medical coverage for 8 years
	Spouse Benefit		None
Dental and Life		None	

* The access to medical, dental, and life insurance for retirees could possibly happen prior to age 55 (due to certain pension provisions). For OPEB valuation purposes, we have assumed the first access eligibility age to be 55.

** For Non-TRA employees, the service requirement is 5 years for employees hired after July 1, 2010. The effect of this vesting change as of July 1, 2019 is immaterial and is not included in this report.

Changes since prior valuation: None.

Claim Cost Development

Estimated Annual Claims at Age 65		
	Medical	Dental
Pre-65	\$14,757	\$0
Post-65	\$0	\$0

Pre-65 Healthcare Claims

Starting claim costs were developed by age adjusting the premium information provided by the Goodhue County Education District and weighting this amount with the expected amount from the prior valuation. The aging table is then applied to the average age 65 annual claims amount to derive the claims costs at all the possible retirement ages.

Aging Table			
Medical costs per individual are assumed to change as follows:			
Pre-65		Post-65	
Ages	% Decrease	Ages	% Increase
15 to 45	2.0%	65 to 70	3.0%
45 to 50	2.5%	70 to 75	2.5%
50 to 55	3.3%	75 to 80	2.0%
55 to 60	3.6%	80 to 85	1.0%
60 to 65	4.2%	85 to 90	0.5%
		90+	0.0%

Glossary

Actuarial Cost Method: Sometimes called 'funding method,' a particular technique used by actuaries to establish the amount and incidence of the annual actuarial cost of OPEB plan benefits, or normal cost, and the related unfunded liability.

Actuarially determined contribution (ADC): A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in conformity with Actuarial Standards of Practice based on the most recent measurement available when the contribution for the reporting period was adopted. **GASB has not defined an ADC, rather this needs to be defined/developed by the employer.**

Collective deferred outflows of resources and deferred inflows of resources related to OPEB: Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability.

Defined benefit OPEB: OPEB for which the benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The OPEB may be stated as (a) a specified dollar amount; (b) an amount that is calculated based on one or more factors such as age, years of service, and compensation; or (c) a type or level of coverage such as prescription drug coverage or a percentage of health insurance premiums. (OPEB that does not have all of the terms of defined contribution OPEB is classified as defined benefit OPEB.)

Defined contribution OPEB: OPEB having terms that (a) provide an individual account for each employee; (b) define the contributions that an employer or nonemployer contributing entity is required to make (or the credits that it is required to provide) to an active employee's account for periods in which that employee renders service; and (c) provide that the OPEB an employee will receive will depend only on the contributions (or credits) to the employee's account, actual earnings on investments of those contributions (or credits), and the effects of forfeitures of contributions (or credits) made for other employees, as well as OPEB plan administrative costs, that are allocated to the employee's account.

Discount Rate: The single interest rate that will calculate the same Total OPEB Liability as the rates used to calculate the funded and unfunded portion of Total OPEB Liability.

Fiduciary Net Position: Plan assets based on market value as of the measurement date including receivable contributions and offset by plan payables. Market values are sometimes smoothed to soften the impact of investment gains and losses.

Healthcare Cost Trend Rate: The rate of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.

Investment Return Assumption: The rate used to adjust a series of future payments to reflect the time value of money. The long-term expected rate of return should be based on the nature and mix of current and expected OPEB plan investments over a period representative of the expected length of future benefit payments. The long-term expected rate of return should be determined net of OPEB plan investment expense but without reduction for OPEB plan administrative expense.

Net OPEB Liability: The difference between Total OPEB Liability and Net Fiduciary Position.

Glossary continued

Other Post-employment Benefits: Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

Plan Members: The individuals covered by the terms of the plan. The plan membership generally includes employees in active service, terminated employees who have accumulated benefits but are not yet receiving them, and retired employees and beneficiaries currently receiving benefits.

Post-employment Healthcare Benefits: Medical, dental, vision, and other health-related benefits provided to terminated or retired employees and their dependents and beneficiaries

Required Supplementary Information (RSI): Schedules, statistical data, and other information that are an essential part of financial reporting. RSI should be presented with, but is not part of, the basic financial statements of a governmental entity.

Service Cost: The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

Total OPEB Liability: The portion of the present value of prospective benefits allocated to service before the valuation date in accordance with the actuarial cost method.

VII. Other:

VIII. Comments: Board/Director

IX. Next Meeting Date: June 25, 2020 at 7:00 PM at the River Bluff Education Center in Red Wing.

X. Adjournment