

GOODHUE COUNTY EDUCATION DISTRICT BOARD AGENDA

Wednesday, June 22, 2022 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:**
- II. **Consent Agenda:**
 - A. Approval of May 26, 2022 Minutes

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GOODHUE COUNTY EDUCATION DISTRICT BOARD MINUTES

Thursday, May 26, 2022 at 7:00 PM
River Bluff Education Center, Red Wing
395 Guernsey Ln
Red Wing, MN 55066

MEMBERS PRESENT: D. Balow, J. Wendt, K. Anderson, H. Tauer, J. Stehr, R. Peine (Alt.)

OTHERS: C. Johnson, J. Paradis, C. Luhman, K. Cory

- I. **Call to Order/Adoption of Agenda:** D. Balow called the meeting to order. H. Tauer motioned to adopt the agenda. J. Stehr seconded, motion carried.
- II. **Consent Agenda:** J. Wendt motioned to approve the consent agenda. J. Stehr seconded, motion carried.
 - A. Approval of April 28, 2022 Minutes
 - B. Approval of May 5, 2022 Special Board Meeting Minutes
 - C. Approval of Claims: Jim Wendt (please come 15 minutes early to review claims)
 - D. Staff Updates:
 1. **Resignations:** *Carey Field, School Psychologist - RW effective end of 2021-2022 school year; Marcia Walker, Director of Special Education - RW effective 6/30/2022*
 2. **New Hire:** *Elizabeth Diggins, DCD/ASD Teacher - RBEC effective 2022-2023 school year; Craig (Nick) Walther, EBD Teacher - RBEC effective 2022-2023 school year; Joni Schake, EBD Teacher - RBEC effective 2022-2023 school year; Ryan Paulson, DCD/ASD Teacher - RBEC effective 2022-2023 school year; Elizabeth Runquist, EBD Teacher - RBEC effective 2022-2023 school year; Becky Norton, Secondary Science Teacher - RBEC effective 2022-2023 school year; Korissa Atkinson, Instructional Coach - LC effective 2022-2023 school year; Katie Larson, Instructional Coach - ZM effective 2022-2023 school year; Iliana Yazmin, Cultural Liaison - District Wide effective 2022-2023 school year; Paul Putt, EL Teacher - KW effective 2022-2023 school year; Jess Whitcomb, Director of Equity and Instructional Services effective 7/1/2022.*
 3. **Transfers:**
 4. **Re-assignment:**
- III. **Public Input:** The policy of the education district board is to encourage discussion by persons of subjects related to the management of the district at board meetings. The board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students. Persons who wish to have a subject discussed at a public board meeting must notify the executive director's office in advance of the board meeting. The person should provide his or her name, address, the name of the group represented (if any), and the subject to be covered or the issue to be addressed. The board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the board.
- IV. **Reports and Communication:**
 - A. **Business Manager Report:** J. Paradis reported on the 2021-22 budget as of 4/30/2022. We have received \$10,555,601 or 64.66% of the revised budget, compared to 84.82% at 4/30/21 and 65/51% at 4/30/20. We have expended \$10,337,257 or 62.47% of the revised expense budget, compared to 35.55% at 4/30/21 and 64.97% at 4/30/20. Retro salary payments for the settlement of the Teacher's contract were paid on May 13 so those are not yet included in these figures. Cash flow looks good for the remainder of this fiscal year. We are not looking at a cash flow shortage for 21-22. The April bank reconciliation is included in the packet for your information.
 - B. **5RO Update:** K. Cory reported that 5RO ended the school year with 388 students. 247 full-time and 141 part-time. Students enrolled from districts: RW-203; CF-88; GDH-11; KW-17; LC-14; ZM-30; Open enrolled from another district-25. There are 61 K-6 students; 327 7-12 students. There are 32 students on IEPs. Had 8 graduates from RW, ZM GDH & Mpls. St. Paul. Changes for 2022-2023 are synchronous learning for a portion of the day for 7th and 8th grade; updated attendance procedures and requirements (working with social workers and Goodhue county on a revised process); weekly advisory check-ins for 9th and 10th graders; possible career readiness courses for graduation pending board approval; not going to offer AP courses (takes away from the teacher too much). GCED has a signed contract with SE Tech for PSEO classes if 5RO students want to attend they would be able. Looking forward to 2022-2023 is an MTSS process & data analysis, continued²evaluation of curriculum & student engagement; continued collaboration with member district administrators and counselors.
- V. **Old Business:**

VI. New Business:

- A. 2022-2023 Preliminary Budget: J. Paradis reported on the 2022-2023 preliminary budget. Enrollments are an assumption at this time, 5RO will start out the fall bigger than last fall, nothing definite on total enrollment at this time. Preliminary district bills are included for your review. Planning to use \$172,000 of the fund balance. The FAST system (included all member districts) and \$30,000 in lease payments comes out of the fund balance per board decision. There is a small amount of the Fernbrook settlement left. H. Tauer motioned to approve the 2022-2023 Preliminary Budget. J. Wendt seconded, motion carried.
- B. 2022-2024 Support Staff Agreement: C. Johnson presented the 2022-2024 Support Staff Agreement. Some of the changes included an increase to \$75,000 for life insurance, added an incentive system which is the same as what is in the paraprofessional agreement and added longevity. C. Johnson pulled data from across the state for salary and found some of our rates were lower than average. Removed the bottom three steps, and renumbered so step 4 would now be step 1. Added longevity. For the 403b changed language to say that they are automatically enrolled and would have to opt out. K. Anderson motioned to approve the 2022-2023 Support Staff Agreement. R. Peine seconded, motion carried.
- C. 2022-2024 Administrative Assistant Agreement: C. Johnson presented the 2022-2024 Administrative Assistant Agreement. Changes included an increase for life insurance to \$75,000 and a 2.5% salary increase for year one and 2.5% salary increase in year two. Added longevity. H. Tauer motioned to approve the 2022-2024 Administrative Assistant Agreement. J. Stehr seconded, motion carried.
- D. Summer Programming: ESY dates have been set for the member districts. Some districts will start June 6th.
- E. Fall Professional Development Plans: Summer Symposium training is scheduled and will take place August 8-12, 2022 at GCED. Let's Rally has been developed by the Special Education Directors in Region 10. This is a three day training to cover many of the training topics that special education teachers in all districts must complete each fall. Designed for paraprofessionals and teachers.
- F. Youth Coding League Coach: C. Johnson mentioned as presented in the previous Board meeting, we have a Youth Coding Grant opportunity beginning in the 2022-23 school year. The GCED doesn't currently have any provisions for coaches or activity advisors. The grant provides \$600 for each of the semesters. Member districts are matching this up to their current conditions of employment. Superintendents have agreed to cover the difference between what their agreements state and the \$600. We need to establish the compensation for this. D. Balow motioned to find the average amongst the member districts and bring that information to the board at the next meeting. H. Tauer seconded, motion carried.

VII. Other:

VIII. Comments: Board/Director: C. Johnson mentioned RBEC graduation will be Friday May 27th at 1:45 PM. J. Wendt and K. Anderson plan to attend. 5RO graduation will be Saturday, June 4th at 10:30 AM. H. Tauer and J. Wendt plan to attend.

IX. Next Meeting Date: Wednesday, June 22, 2022 at 7:00 PM at the River Bluff Education Center in Red Wing.

X. Adjournment: J. Stehr motioned to adjourn. R. Peine seconded, motion carried.

Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		36850		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	05/28/2022	7,584.54
MERC		36851		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	05/28/2022	46,085.50
MERC		36852		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	05/28/2022	17,325.89
MERC		36853		Wire	1	2392	US Dept of Treasury		No	No	No	05/28/2022	78,212.14
MERC		36854		Wire	1	2396	MN Dept of Revenue		No	No	No	05/28/2022	13,437.10
MERC		36855		Wire	1	2501	Merchants Bank		No	Yes	No	05/28/2022	2,069.91
MERC		36884		Wire	1	03977	SOUTHEAST SERVICE COOPERATIVE		No	No	No	06/02/2022	74,869.62
MERC		36885		Wire	1	1280	DELTA DENTAL PLAN OF MN		No	No	No	06/02/2022	6,593.97
MERC		36886		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	No	No	06/02/2022	804.62
MERC		36887		Direct Pymt	1	2437	BURVEE, LAURA		Yes	No	No	06/02/2022	15.80
MERC		36888		Direct Pymt	1	2494	KIRK, KRISTIN		Yes	No	No	06/02/2022	66.69
MERC		36889		Direct Pymt	1	2766	CASHMAN BRIAN		Yes	No	No	06/02/2022	1,145.43
MERC		36890		Direct Pymt	1	2986	YUSTY-ROJAS, JEIMMY		Yes	No	No	06/02/2022	110.57
MERC		36891		Direct Pymt	1	3287	KREMER, MICHELE		Yes	No	No	06/02/2022	159.12
MERC		36892		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	No	No	06/02/2022	3,913.93
MERC		36893		Direct Pymt	1	3466	JACOBSON, DIANE		Yes	No	No	06/02/2022	287.82
MERC		36894		Direct Pymt	1	3528	GADIENT, KATHERINE		Yes	No	No	06/02/2022	77.22
MERC		36895		Direct Pymt	1	3532	LUNDBERG BOGNER, MICHELLE		Yes	No	No	06/02/2022	67.28
MERC		36896		Direct Pymt	1	3544	OLSON, MEGAN		Yes	No	No	06/02/2022	42.12
MERC		36897		Direct Pymt	1	3547	NOLAN, REBECCA		Yes	No	No	06/02/2022	148.59
MERC		36857	20210	Check	1	1984	E. B. C., LLC/Flex		Yes	No	No	05/28/2022	1,164.59
MERC		36856	20211	Check	1	09118	EDUCATION MN - GCED		Yes	No	No	05/28/2022	2,998.99
MERC		36858	20212	Check	1	3235	Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	05/28/2022	160.24
MERC		36879	20213	Check	1	3510	aLEARNcoach	Ind/Sole Proprietor	Yes	No	No	06/02/2022	150.00
MERC		36860	20214	Check	1	01903	CANNON FALLS ISD #252		Yes	No	No	06/02/2022	3,440.83
MERC		36859	20215	Check	1	00433	CITY OF RED WING		Yes	No	No	06/02/2022	679.57
MERC		36869	20216	Check	1	2554	CPI	C Corporation	Yes	No	No	06/02/2022	200.00
MERC		36878	20217	Check	1	3297	DEL CARMEN POSADA JARAMILLO, MA	Ind/Sole Proprietor	Yes	No	No	06/02/2022	73.48
MERC		36864	20218	Check	1	2036	FALK AUTO BODY, INC.	C Corporation	Yes	No	No	06/02/2022	2,814.49
MERC		36868	20219	Check	1	2531	FIRST STUDENT		Yes	No	No	06/02/2022	246.32
MERC		36881	20220	Check	1	3563	IMAGINE LEARNING, LLC		Yes	No	No	06/02/2022	5,200.00
MERC		36880	20221	Check	1	3559	INTEGRATIVE THERAPY LLC	LLC - S Corp	Yes	No	No	06/02/2022	1,988.41
MERC		36882	20222	Check	1	3566	JOSTEN'S INC	C Corporation	Yes	No	No	06/02/2022	84.96
MERC		36865	20223	Check	1	2251	KENNEDY & GRAVEN		Yes	No	No	06/02/2022	47.00
MERC		36867	20224	Check	1	2339	LANESBORO PUBLIC SCHOOLS		Yes	No	No	06/02/2022	50.00
MERC		36883	20225	Check	1	3581	LAPACINSKI-LUDENS, TRENNA		Yes	No	No	06/02/2022	59.44
MERC		36876	20226	Check	1	3081	MARZANO EVALUATION CENTER	S Corporation	Yes	No	No	06/02/2022	2,163.00
MERC		36874	20227	Check	1	3023	MINNESOTA RURAL EDUCATION ASSO		Yes	No	No	06/02/2022	11,000.00
MERC		36877	20228	Check	1	3296	MUTUAL OF OMAHA		Yes	No	No	06/02/2022	3,019.78

Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC	36863	20229	Check 1	1784		NCS PEARSON, INC.		Yes	No	No	06/02/2022	308.46	
MERC	36870	20230	Check 1	2583		PLAINVIEW-ELGIN-MILLVILLE		Yes	No	No	06/02/2022	2,991.38	
MERC	36872	20231	Check 1	2951		SHI		Yes	No	No	06/02/2022	9,185.00	
MERC	36875	20232	Check 1	3078		SHRED-N-GO	S Corporation	Yes	No	No	06/02/2022	65.08	
MERC	36871	20233	Check 1	2585		TEACHERS ON CALL	C Corporation	Yes	No	No	06/02/2022	2,508.66	
MERC	36862	20234	Check 1	1617		THERAPY SHOPPE INC.		Yes	No	No	06/02/2022	30.48	
MERC	36873	20235	Check 1	3011		U.S. BANK EQUIPMENT FINANCE		Yes	No	No	06/02/2022	188.00	
MERC	36866	20236	Check 1	2303		WABASHA-KELLOGG PUBLIC SCHOOL		Yes	No	No	06/02/2022	172.71	
MERC	36861	20237	Check 1	04565		ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	06/02/2022	2,886.88	
Bank Total:												\$306,895.61	
Report Total:												\$306,895.61	

C. Staff Updates:

1. **Resignations:**

2. **New Hire:** *Jasmyn Lindquist, Paraprofessional - RBEC; Olivia Dick, Occupational Therapist - LC/RW; Shelly Garcia, Paraprofessional - RBEC; Will Topliff, Paraprofessional - RBEC*

3. **Transfers:**

4. **Re-assignment:**

III. **Public Input:** The policy of the education district board is to encourage discussion by persons of subjects related to the management of the district at board meetings. The board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students. Persons who wish to have a subject discussed at a public board meeting must notify the executive director's office in advance of the board meeting. The person should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed. The board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the board.

IV. **Reports and Communication:**

A. Business Manager Report



**GOODHUE CO ED DISTRICT
2021-22 CASH FLOW**

AS OF 6-14-22

JULY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2021	-	-	-	-	-	1,948,010.49
7/1/2021	-	-	-	-	-	1,948,010.49
7/9/2021	-	-	-	-	-	1,948,010.49
7/15/2021	(557,877.25)	(255,126.70)	243,757.43	135,596.14	-	1,514,360.11
7/20/2021	(177,333.58)	-	56,602.50	-	-	1,393,629.03
7/31/2021	(131,915.22)	(178,002.35)	303,601.39	61,634.61	-	1,448,947.46
ENDING BALANCE	(867,126.05)	(433,129.05)	603,961.32	197,230.75	-	1,448,947.46

AUGUST

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2021	-	-	-	-	-	1,448,947.46
8/4/2021	-	-	55,577.24	-	148,995.64	1,653,520.34
8/15/2021	(519,015.35)	(218,846.04)	-	234,211.51	-	1,149,870.46
8/17/2021	(615,089.74)	-	-	-	-	534,780.72
8/30/2021	(143,780.64)	(208,344.82)	795,540.51	420,172.22	-	1,398,367.99
ENDING BALANCE	(1,277,885.73)	(427,190.86)	851,117.75	654,383.73	148,995.64	1,398,367.99

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2021	(461,116.83)	-	3,998.26	-	269,930.05	1,211,179.47
9/15/2021	(149,908.54)	(202,777.06)	-	110,165.56	231,440.94	1,200,100.37
9/17/2021	(157,365.78)	-	324,962.94	-	-	1,367,697.53
9/30/2021	(151,032.55)	(203,909.73)	98.89	142,203.89	-	1,155,058.03
ENDING BALANCE	(919,423.70)	(406,686.79)	329,060.09	252,369.45	501,370.99	1,155,058.03

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2021	-	-	-	-	-	1,155,058.03
10/9/2021	(252,426.10)	-	208,122.56	-	-	1,110,754.49
10/15/2021	(149,543.50)	(203,972.38)	-	58,032.85	-	815,271.46
10/20/2021	(360,372.99)	-	141,691.01	-	-	596,589.48
10/31/2021	(149,721.41)	(203,121.78)	17.14	121,920.14	59,944.03	425,627.60
ENDING BALANCE	(912,064.00)	(407,094.16)	349,830.71	179,952.99	59,944.03	425,627.60

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2021	-	-	-	-	-	425,627.60
11/5/2021	(204,100.93)	-	454,239.14	-	-	675,765.81
11/15/2021	(153,970.99)	(210,931.55)	179,929.01	72,541.05	-	563,333.33
11/20/2021	(150,129.55)	-	603,139.59	-	-	1,016,343.37
11/30/2021	(151,576.67)	(204,058.73)	27.64	138,415.75	-	799,151.36
ENDING BALANCE	(659,778.14)	(414,990.28)	1,237,335.38	210,956.80	-	799,151.36

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2021	(79,687.42)	-	-	-	478,862.68	1,198,326.62
12/8/2021	-	-	-	-	51,297.00	1,249,623.62
12/15/2021	(157,350.70)	(213,546.74)	456,143.38	162,958.14	-	1,497,827.70
12/20/2021	(128,620.64)	-	187,207.88	-	-	1,556,414.94
12/31/2021	(216,632.85)	(215,814.75)	42.14	88,886.26	-	1,212,895.74
ENDING BALANCE	(582,291.61)	(429,361.49)	643,393.40	251,844.40	530,159.68	1,212,895.74

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2022	-	-	-	-	-	1,212,895.74
1/8/2022	-	-	175,013.91	-	-	1,387,909.65
1/15/2022	(1,060,799.19)	(211,433.42)	298,183.58	148,143.77	-	562,004.39
1/20/2022	(223,872.82)	-	-	-	-	338,131.57
1/31/2022	(3,455.60)	(212,391.62)	163,844.34	624,042.61	-	910,171.30
ENDING BALANCE	(1,288,127.61)	(423,825.04)	637,041.83	772,186.38	-	910,171.30

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2022	(239,756.84)	-	-	-	268,432.49	938,846.95
2/15/2022	(159,440.83)	(215,671.82)	-	464,029.57	-	1,027,763.87
2/20/2022	-	-	292,935.75	-	-	1,320,699.62
2/28/2022	(243,162.25)	(214,197.57)	265,957.28	182,897.99	-	1,312,195.07
ENDING BALANCE	(642,359.92)	(429,869.39)	558,893.03	646,927.56	268,432.49	1,312,195.07

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2022	(160,305.36)	-	241,085.75	-	-	1,392,975.46
3/15/2022	(157,647.31)	(210,587.03)	222,732.57	177,929.50	-	1,425,403.19
3/20/2022	(69,024.25)	-	-	-	-	1,356,378.94
3/31/2022	(160,192.01)	(214,832.67)	132.02	215,818.18	-	1,197,304.46
ENDING BALANCE	(547,168.93)	(425,419.70)	463,950.34	393,747.68	-	1,197,304.46

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2022	(371,320.47)	-	332,762.11	-	-	1,158,746.10
4/15/2022	(159,552.78)	(213,346.38)	212,925.71	211,689.54	-	1,210,462.19
4/20/2022	-	-	1,061.91	-	-	1,211,524.10
4/30/2022	(373,572.08)	(212,850.80)	271,173.86	249,319.13	352,422.20	1,498,016.41
ENDING BALANCE	(904,445.33)	(426,197.18)	817,923.59	461,008.67	352,422.20	1,498,016.41

MAY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2022	(151,884.45)	-	-	-	2,396.19	1,348,528.15
5/15/2022	(291,624.24)	(418,394.91)	212,818.66	178,085.10	-	1,029,412.76
5/20/2022	(123,051.82)	-	225.00	-	-	906,585.94
5/31/2022	(169,093.85)	(228,214.81)	344,066.55	178,085.09	-	1,031,428.92
ENDING BALANCE	(735,654.36)	(646,609.72)	557,110.21	356,170.19	2,396.19	1,031,428.92

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2022	(137,856.71)	-	-	-	-	893,572.21
6/15/2022	(137,491.76)	(237,866.00)	-	-	-	518,214.45
6/20/2022	(178,119.90)	-	293,501.51	178,085.10	246,441.45	1,058,122.61
6/30/2022	(141,319.75)	(206,896.28)	238,686.57	-	-	948,593.15
ENDING BALANCE	(594,788.12)	(444,762.28)	532,188.08	178,085.10	246,441.45	948,593.15
TOTALS	(9,931,113.50)	(5,315,135.94)	7,581,805.73	4,554,863.70	2,110,162.67	948,593.15



**GOODHUE CO ED DISTRICT
2022-23 CASH FLOW**

AS OF 6-14-22

JULY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2022	-	-	-	-	-	948,593.15
7/1/2022	-	-	-	-	-	948,593.15
7/9/2022	-	-	-	-	-	948,593.15
7/15/2022	(569,034.80)	(267,883.04)	241,319.86	230,881.17	-	583,876.35
7/20/2022	(180,880.25)	-	56,036.48	-	-	459,032.57
7/31/2022	(134,553.52)	(186,902.47)	300,565.38	104,945.99	-	543,087.94
ENDING BALANCE	(884,468.57)	(454,785.50)	-	597,921.71	335,827.15	543,087.94

AUGUST

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2022	-	-	-	-	-	543,087.94
8/4/2022	-	-	55,021.47	-	147,505.68	745,615.09
8/15/2022	(529,395.66)	(229,788.34)	-	398,794.74	-	385,225.83
8/17/2022	(627,391.53)	-	-	-	-	(242,165.70)
8/30/2022	(146,656.25)	(218,762.06)	787,585.10	235,772.39	-	415,773.47
ENDING BALANCE	(1,303,443.44)	(448,550.40)	-	842,606.57	634,567.13	415,773.47

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2022	(470,339.17)	-	3,958.28	-	267,230.75	216,623.33
9/15/2022	(152,906.71)	(212,915.91)	-	104,945.99	229,126.53	184,873.23
9/17/2022	(160,513.10)	-	321,713.31	-	-	346,073.44
9/30/2022	(154,053.20)	(214,105.22)	97.90	235,772.39	-	213,785.31
ENDING BALANCE	(937,812.17)	(427,021.13)	-	325,769.49	340,718.37	213,785.31

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2022	-	-	-	-	-	213,785.31
10/9/2022	(257,474.62)	-	206,041.33	-	-	162,352.02
10/15/2022	(152,534.37)	(214,171.00)	-	83,956.79	-	(120,396.56)
10/20/2022	(367,580.45)	-	140,274.10	-	-	(347,702.91)
10/31/2022	(152,715.84)	(213,277.87)	16.97	256,761.58	59,344.59	(397,573.48)
ENDING BALANCE	(930,305.28)	(427,448.87)	-	346,332.40	340,718.37	(397,573.48)

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2022	-	-	1,247,482.00	-	-	849,908.52
11/5/2022	(208,182.95)	-	449,696.75	-	-	1,091,422.32
11/15/2022	(157,050.41)	(221,478.13)	178,129.72	104,945.99	-	995,969.49
11/20/2022	(153,132.14)	-	597,108.19	-	-	1,439,945.55
11/30/2022	(154,608.20)	(214,261.67)	27.36	167,913.58	-	1,239,016.61
ENDING BALANCE	(672,973.70)	(435,739.79)	-	2,472,444.03	272,859.56	1,239,016.61

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2022	(81,281.17)	-	-	-	474,074.05	1,631,809.50
12/8/2022	-	-	-	-	50,784.03	1,682,593.53
12/15/2022	(160,497.71)	(224,224.08)	451,581.95	230,881.17	-	1,980,334.85
12/20/2022	(131,193.05)	-	185,335.80	-	-	2,034,477.60
12/31/2022	(220,965.51)	(226,605.49)	41.72	125,935.18	-	1,712,883.51
ENDING BALANCE	(593,937.44)	(450,829.56)	-	636,959.47	356,816.35	1,712,883.51

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2023	-	-	-	-	-	1,712,883.51
1/8/2023	-	-	173,263.77	-	-	1,886,147.28
1/15/2023	(1,082,015.17)	(222,005.09)	295,201.74	209,891.97	-	1,087,220.73
1/20/2023	(228,350.28)	-	-	-	-	858,870.45
1/31/2023	(3,524.71)	(223,011.20)	162,205.90	167,913.58	-	962,454.01
ENDING BALANCE	(1,313,890.16)	(445,016.29)	630,671.41	377,805.55	-	962,454.01

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2023	(244,551.98)	-	-	-	265,748.17	983,650.20
2/15/2023	(162,629.65)	(226,455.41)	-	167,913.58	-	762,478.72
2/20/2023	-	-	290,006.39	-	-	1,052,485.11
2/28/2023	(248,025.50)	(224,907.45)	263,297.71	209,891.97	-	1,052,741.84
ENDING BALANCE	(655,207.12)	(451,362.86)	553,304.10	377,805.55	265,748.17	1,052,741.84

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2023	(163,511.47)	-	238,674.89	-	-	1,127,905.27
3/15/2023	(160,800.26)	(221,116.38)	220,505.24	209,891.97	-	1,176,385.84
3/20/2023	(70,404.74)	-	-	-	-	1,105,981.11
3/31/2023	(163,395.85)	(225,574.30)	130.70	251,870.36	-	969,012.02
ENDING BALANCE	(558,112.31)	(446,690.69)	459,310.84	461,762.33	-	969,012.02

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2023	(378,746.88)	-	329,434.49	-	-	919,699.63
4/15/2023	(162,743.84)	(224,013.70)	210,796.45	167,913.58	-	911,652.12
4/20/2023	-	-	1,051.29	-	-	912,703.41
4/30/2023	(381,043.52)	(223,493.34)	268,462.12	337,457.56	348,897.98	1,262,984.21
ENDING BALANCE	(922,534.24)	(447,507.04)	809,744.35	505,371.13	348,897.98	1,262,984.21

MAY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2023	(154,922.14)	-	-	-	2,372.23	1,110,434.30
5/15/2023	(297,456.72)	(439,314.66)	210,690.47	209,891.97	-	794,245.36
5/20/2023	(125,512.86)	-	222.75	-	-	668,955.26
5/31/2023	(172,475.73)	(239,625.55)	340,625.88	209,891.97	-	807,371.83
ENDING BALANCE	(750,367.45)	(678,940.21)	551,539.11	419,783.94	2,372.23	807,371.83

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2023	(140,613.84)	-	-	-	-	666,757.99
6/15/2023	(140,241.60)	(249,759.30)	-	-	-	276,757.09
6/20/2023	(181,682.30)	-	290,566.49	209,891.97	243,977.04	839,510.29
6/30/2023	(144,146.15)	(217,241.09)	236,299.71	-	-	714,422.76
ENDING BALANCE	(606,683.88)	(467,000.39)	526,866.20	209,891.97	243,977.04	714,422.76
TOTALS	(10,129,735.77)	(5,580,892.74)	8,753,469.68	4,633,927.40	2,089,061.04	714,422.76

**Goodhue County Ed District
Reconciliation Worksheet Report
05/31/2022**

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1473	05/31/2022	6051	MERC	MERCHANTS BANK GENERAL

Worksheet has been Finalized

Statement Amount 867,484.98

Deposits in Transit 0.00

Outstanding Payments

Checks 14,865.18

Wires 162,645.17

SHR - Payments 0.00

SHR - Third Party 0.00

Cash 0.00

ACH 0.00

Adjustment Amount 341,454.29

Amount Per Bank 1,031,428.92

GL Account Balance 1,031,428.92

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty
6051	B	01	101	000				F

Difference 0.00

Adjustments

Manual 05/31/2022 KT Wire 305.70 KWIK TRIP RECORDED IN JUNE

Manual 05/31/2022 SWEEP Direct Pymt 341,148.59 TRANSFER FROM SWEEP

Business Manager Report 6-22-22

Budget 2021-22 as of 5/31/22

We have received \$11,464,627 or 70.23% of the revised budget, compared to 88.09% at 5/31/21 and 71.18% at 5/31/20. We have expended \$11,698,424 or 70.69% of the revised expense budget, compared to 38.83% at 5/31/21 and 71.24% at 5/31/20.

Cash Flow

We are not looking at a cash flow shortage for 21-22. There are low spots in our cash flow for 22-23 that may require some payment shifting (holding invoices a week or so until cash comes in) in the fall that we will keep an eye on.

May Bank Rec

For your information

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

Goodhue County Education District | May 31, 2022

REVENUE CATEGORIES				May 31, 2022			May 31, 2021			May 31, 2020		
	June 30, 2020	June 30, 2021	Revised Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	Current YTD vs. PYTD	May 31, 2021	May 31, 2020	
STATE	3,753,316	3,609,943	4,360,876	3,925,491	435,385	90.02%	82.04%	72.73%	963,722	2,961,770	2,729,634	
FEDERAL	1,842,614	2,036,519	2,314,653	1,151,014	1,163,639	49.73%	56.52%	53.03%	(82)	1,151,096	977,153	
PROPERTY TAXES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
LOCAL SALES, INS RECOVERY & JUDGEMENTS	5,053	13,769	2,000	685	1,315	34.26%	86.21%	129.69%	(11,186)	11,871	6,553	
SALE OF BONDS & LOANS	0	13,482,888	0	0	0	0.00%	99.55%	0.00%	(13,422,003)	13,422,003	0	
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
LOCAL (FEES, INTEREST, ETC.)	7,502,882	7,804,973	9,647,101	6,387,436	3,259,665	66.21%	79.34%	74.83%	195,036	6,192,400	5,614,443	
TOTALS	13,103,865	26,948,092	16,324,630	11,464,627	4,860,003	70.23%	88.09%	71.18%	(12,274,512)	23,739,139	9,327,783	

EXPENDITURES (OBJECT SERIES)				May 31, 2022			May 31, 2021			May 31, 2020		
	June 30, 2020	June 30, 2021	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	May 31, 2021	May 31, 2020	
SALARIES & WAGES	6,337,951	6,937,882	8,181,314	6,462,618	1,718,696	78.99%	78.17%	79.84%	1,039,239	5,423,379	5,060,398	
EMPLOYEE BENEFITS	1,628,182	1,779,020	2,141,645	1,741,555	400,090	81.32%	78.90%	80.16%	337,950	1,403,605	1,305,224	
PURCHASED SERVICES	3,586,395	16,797,588	4,200,317	1,578,312	2,622,005	37.58%	9.36%	43.12%	5,787	1,572,525	1,546,415	
SUPPLIES	276,713	386,950	859,348	784,293	75,055	91.27%	95.85%	79.75%	413,383	370,910	220,676	
EQUIPMENT	1,105,035	1,028,313	1,138,878	1,111,484	27,394	97.59%	164.43%	99.69%	(579,329)	1,690,813	1,101,629	
DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
OTHER EXPENDITURES	55,152	77,636	26,328	20,163	6,165	76.58%	33.77%	35.81%	(6,052)	26,215	19,748	
OTHER FINANCING USES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
TOTALS	12,989,428	27,007,389	16,547,830	11,698,424	4,849,406	70.69%	38.83%	71.24%	1,210,977	10,487,447	9,254,090	

EXPENDITURES (PROGRAM SERIES)				May 31, 2022			May 31, 2021			May 31, 2020		
	June 30, 2020	June 30, 2021	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	May 31, 2021	May 31, 2020	
SITE ADMINISTRATION	59,029	97,953	279,823	261,115	18,708	93.31%	83.06%	90.00%	179,751	81,363	53,123	
DISTRICT ADMINISTRATION	99,448	79,846	78,995	60,834	18,161	77.01%	88.72%	88.47%	(10,002)	70,836	87,984	
SUPPORT SERVICES	202,150	227,526	247,714	331,895	(84,181)	133.98%	130.09%	145.40%	35,897	295,999	293,920	
REGULAR INSTRUCTION	1,493,398	1,438,628	2,632,199	1,357,793	1,274,406	51.58%	46.10%	42.51%	694,627	663,166	634,800	
EXTRA-CURRICULAR ACTIVITIES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
VOCATIONAL INSTRUCTION	308,496	327,195	363,574	232,513	131,061	63.95%	74.09%	79.16%	(9,904)	242,417	244,193	
SPECIAL EDUCATION	7,611,603	7,977,265	8,977,044	6,297,974	2,679,070	70.16%	68.74%	69.13%	814,116	5,483,858	5,261,762	
COMMUNITY SERVICES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
INSTRUCTIONAL SUPPORT	364,829	448,170	636,967	524,787	112,180	82.39%	93.50%	85.61%	105,742	419,045	312,316	
PUPIL SUPPORT SERVICES	1,367,080	1,586,429	1,805,947	1,329,271	476,676	73.61%	73.40%	73.74%	164,816	1,164,455	1,008,093	
FACILITIES	1,483,396	1,502,112	1,525,567	1,302,242	223,325	85.36%	137.56%	91.54%	(764,066)	2,066,308	1,357,898	
OTHER FINANCING USES	0	13,322,265	0	0	0	0.00%	0.00%	0.00%	0	0	0	
TOTALS	12,989,428	27,007,389	16,547,830	11,698,424	4,849,406	70.69%	38.83%	71.24%	1,210,977	10,487,447	9,254,090	

SUMMARY - ALL FUNDS				May 31, 2022			May 31, 2021			May 31, 2020		
	June 30, 2020	June 30, 2021	Revised Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	May 31, 2021	May 31, 2020	
SUMMARY REVENUE	13,103,865	26,948,092	16,324,630	11,464,627	4,860,003	70.23%	88.09%	71.18%	(12,274,512)	23,739,139	9,327,783	
EXPENDITURES	12,989,428	27,007,389	16,547,830	11,698,424	4,849,406	70.69%	38.83%	71.24%	1,210,977	10,487,447	9,254,090	
SPENDING VARIANCE	114,437	(59,297)	(223,200)	(233,797)	N/A	N/A	N/A	N/A	(13,485,489)	13,251,692	73,693	

GENERAL FUND - REVENUE SUMMARY

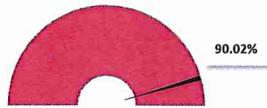
Goodhue County Education District | May 31, 2022



DESCRIPTION	Budget Management Analytics			Revenue		May 31, 2022	May 31, 2021	May 31, 2020	Current YTD vs. Prior YTD	May 31, 2021	May 31, 2020
	June 30, 2020	June 30, 2021	Revised Budget	YTD	Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received			
LOCAL REVENUES											
021 TUITION/REIMB MN DISTRICTS	6,819,678	7,181,677	8,871,502	5,846,463	3,025,039	65.90%	78.45%	74.09%	212,191	5,634,272	5,052,932
050 FEES FROM PATRONS	350	0	0	0	0	0.00%	0.00%	100.00%	0	0	350
071 MA REV/DEPT OF HUMAN SVCS	0	3,979	125,000	0	125,000	0.00%	100.00%	0.00%	(3,979)	3,979	0
092 INTEREST EARNINGS	10,542	848	3,500	1,062	2,438	30.34%	420.27%	98.73%	(2,502)	3,563	10,408
093 RENT	27,878	4,245	7,000	0	7,000	0.00%	0.00%	0.00%	0	0	0
096 GIFTS AND BEQUESTS	1,981	1	500	8,066	(7,566)	1613.10%	75537.50%	82.33%	2,021	6,044	1,631
099 MISC REV FROM LOCAL SOURCES	642,452	614,224	639,599	531,846	107,753	83.15%	88.66%	85.47%	(12,696)	544,542	549,122
Total LOCAL REVENUES	7,502,882	7,804,973	9,647,101	6,387,436	3,259,665	66.21%	79.34%	74.83%	195,036	6,192,400	5,614,443
STATE REVENUES											
211 GENERAL EDUCATION AID	149,608	123,538	105,152	97,749	7,403	92.96%	90.00%	90.00%	(13,435)	111,184	134,647
300 STATE AID (REQUIRES FIN CODE)	204,001	163,487	170,554	123,401	47,153	72.35%	2.08%	26.10%	120,000	3,402	53,241
360 STATE AID FOR SPECIAL EDUCATION	3,356,875	3,272,583	4,084,670	3,703,946	380,724	90.68%	87.00%	75.53%	856,762	2,847,184	2,535,467
370 OTHER, MN DEPT OF EDUCATION	7,459	0	500	396	105	79.10%	0.00%	84.18%	396	0	6,279
397 TRA & PERA SPEC SITUATIONS PENSION	35,373	50,335	0	0	0	0.00%	0.00%	0.00%	0	0	0
Total STATE REVENUES	3,753,316	3,609,943	4,360,876	3,925,491	435,385	90.02%	82.04%	72.73%	963,722	2,961,770	2,729,634
FEDERAL REVENUES RECEIVED FROM STATE											
400 FEDERAL AID/MDE (REQUIRES FIN)	1,842,614	2,036,519	2,314,653	1,151,014	1,163,639	49.73%	56.52%	53.03%	(82)	1,151,096	977,153
Total FEDERAL REVENUES RECEIVED FROM STATE	1,842,614	2,036,519	2,314,653	1,151,014	1,163,639	49.73%	56.52%	53.03%	(82)	1,151,096	977,153
FEDERAL REVENUES RECEIVED FROM FED SOURCES											
500 DIRECT FEDERAL AID (REQUIRES FIN)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
Total FEDERAL REVENUES RECEIVED FROM FED SOURCES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
LOCAL SALES, INSURANCE RECOVERY, AND JUDGEMENTS											
619 COST MATERIALS/REV PROD (CONTRA)	(433)	0	0	(77)	77	0.00%	0.00%	100.00%	(77)	0	(433)
620 SALES/REV PRODUCING ACTIVITIES	954	0	0	287	(287)	0.00%	0.00%	100.00%	287	0	954
622 SALES OF MATERIALS (NET OF TX)	522	5,399	1,700	0	1,700	0.00%	64.83%	387.60%	(3,500)	3,500	2,022
624 SALE OF EQUIPMENT	0	3,650	300	475	(175)	158.33%	100.00%	0.00%	(3,175)	3,650	0
625 INSURANCE RECOVERY	4,010	4,721	0	0	0	0.00%	100.00%	100.00%	(4,721)	4,721	4,010
628 JUDGMENT FOR DISTRICT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
Total LOCAL SALES, INSURANCE RECOVERY, AND JUDGEMENTS	5,053	13,769	2,000	685	1,315	34.26%	86.21%	129.69%	(11,186)	11,871	6,553
SALE OF BONDS AND LOANS											
635 CERTIFICATE OF PARTICIPATION	0	13,482,888	0	0	0	0.00%	99.55%	0.00%	(13,422,003)	13,422,003	0
Total SALE OF BONDS AND LOANS	0	13,482,888	0	0	0	0.00%	99.55%	0.00%	(13,422,003)	13,422,003	0
INCOMING TRANSFERS FROM OTHER FUNDS											
649 PERMANENT TRANSFERS/OTHER FUND	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
Total INCOMING TRANSFERS FROM OTHER FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
GENERAL FUND TOTAL	13,103,865	26,948,092	16,324,630	11,464,627	4,860,003	70.23%	88.09%	71.18%	(12,274,512)	23,739,139	9,327,783

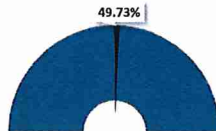
YTD % Received vs. PYTD % Received

State Revenues YTD



Prior YTD State Revenues
82.04%

Federal Revenues YTD



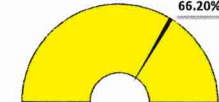
Prior YTD Federal Revenues
56.52%

Property Taxes YTD



Prior Year to Date Property Taxes
#DIV/0!

Other Local YTD



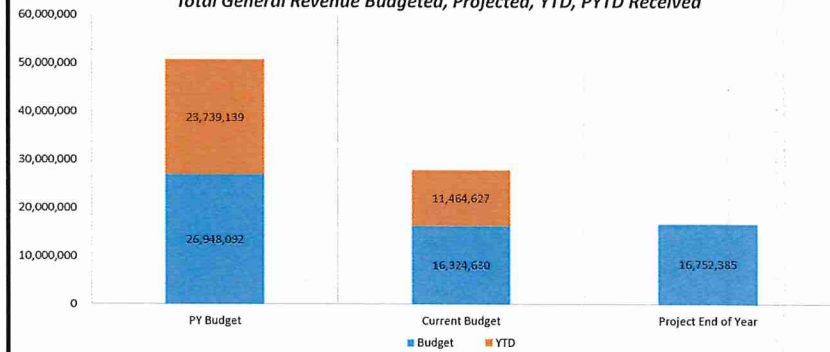
Prior Year to Date Local Revenues
92.14%

Top 5 Revenues Received YTD by Source Code 3

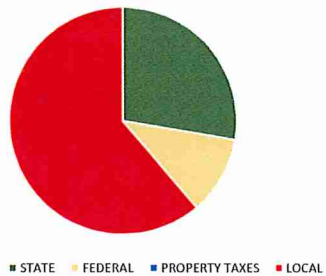
Variance from PYTD Received

	Current YTD	Variance vs. PYTD Received
1 GENERAL FUND TOTAL	\$11,464,627	-\$12,274,512
2 Total LOCAL REVENUES	\$6,387,436	\$195,036
3 TUITION/REIMB MN DISTRIC	\$5,846,463	\$212,191
4 Total STATE REVENUES	\$3,925,491	\$963,722
5 STATE AID FOR SPECIAL EDUC	\$3,703,946	\$856,762

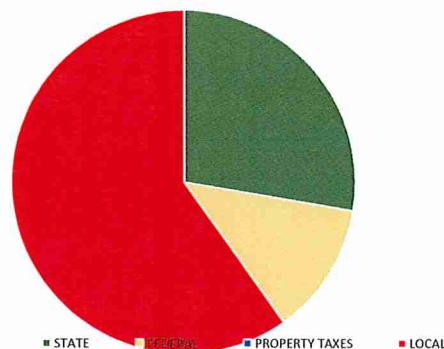
Total General Revenue Budgeted, Projected, YTD, PYTD Received



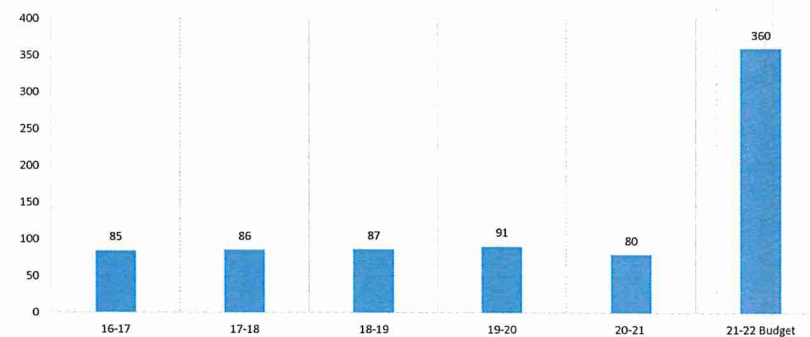
Current Year Revenue Budget



Prior Year Revenue Budget



End of Year ADM History



YTD % Expenditures vs. PYTD % Expenditures

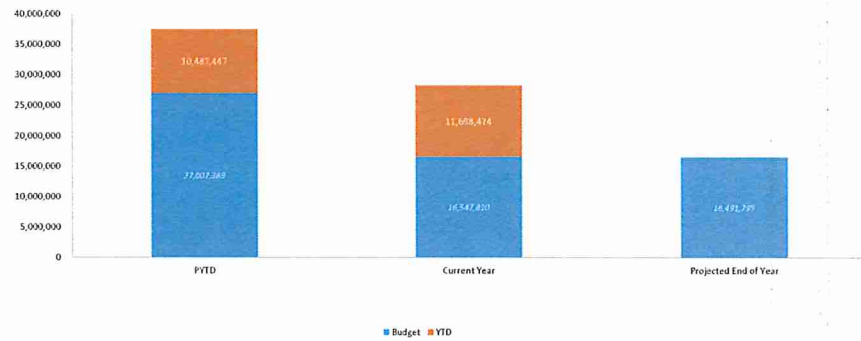


Top 10 Expenditures YTD by Object Code 3

Variance from PYTD Received

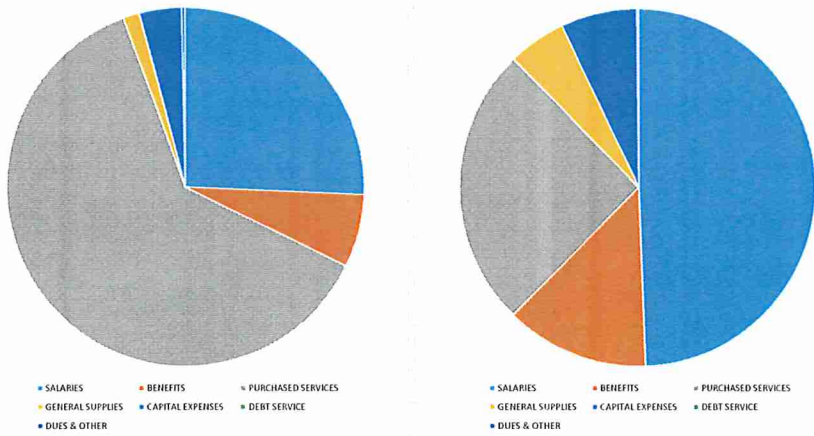
	Current YTD	Variance vs. PYTD Received
1 TOTAL SALARIES AND WAGES	\$6,462,618	\$1,039,239
2 LICENSED CLASSROOM TEACHER	\$2,092,783	\$420,978
3 TOTAL PURCHASED SERVICES	\$1,578,312	\$5,787
4 ADMINISTRATION/SUPERVISION	\$803,214	\$125,712
5 TOTAL SUPPLIES	\$784,293	\$413,383
6 PRIN ON BLDG/LAND LEASE	\$678,069	\$678,069
7 SCHOOL PSYCHOLOGIST	\$642,340	\$89,138
8 SPEECH/LANGUAGE PATHOLOGIST	\$637,867	\$138,220
9 SOCIAL WORKER	\$503,444	\$38,213
10 HEALTH INSURANCE	\$503,307	\$119,856

Total General Expenditures Budgeted, Projected, YTD and , PYTD Expended

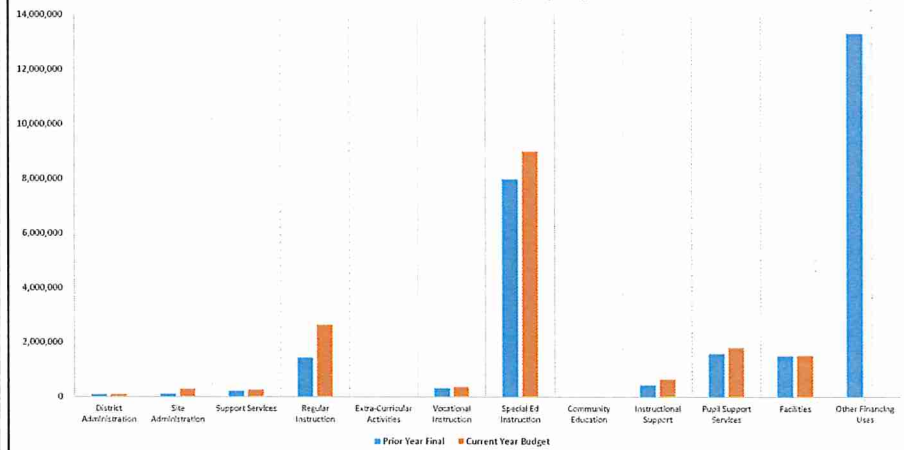


Prior Year Final

Current Year Budget



Prior Year Final and Current Budget by Program



GENERAL FUND - EXPENDITURES BY OBJECT CODE

Goodhue County Education District | May 31, 2022



DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	May 31, 2022	May 31, 2021	May 31, 2020	Current YTD vs. Prior YTD	May 31, 2021	May 31, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
110 ADMINISTRATION/SUPERVISION	729,173	755,971	877,654	803,214	74,440	91.52%	89.62%	90.96%	125,712	677,502	663,261
140 LICENSED CLASSROOM TEACHER	2,140,310	2,260,065	2,732,689	2,092,783	639,906	76.58%	73.97%	75.56%	420,978	1,671,804	1,617,193
141 NON,LIC CLASSROOM PERSONNEL	0	200	0	0	0	0.00%	0.00%	0.00%	0	0	1,798
143 LICENSED INSTRUCTIONAL SUPPORT	269,261	278,660	397,627	351,681	45,946	88.44%	91.52%	91.67%	96,650	255,031	246,823
144 NON,LIC INSTRUCTIONAL SUPPORT	0	0	0	4,272	(4,272)	0.00%	0.00%	0.00%	4,272	0	0
145 SUBSTITUTE TEACHER,LICENSED	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
146 SUBSTITUTE NON,LIC CLASSROOM	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
150 PHYSICAL THERAPIST	138,070	140,773	141,849	158,349	(16,500)	111.63%	83.78%	83.66%	40,416	117,933	115,514
151 OCCUPATIONAL THERAPIST	233,813	287,012	282,381	269,949	12,432	95.60%	76.95%	74.55%	49,101	220,848	174,310
152 SPEECH/LANGUAGE PATHOLOGIST	460,372	670,750	837,728	637,867	199,861	76.14%	74.49%	74.43%	138,220	499,646	342,642
153 AUDIOLOGIST	64,500	65,850	67,125	50,583	16,542	75.36%	75.00%	75.00%	1,195	49,388	48,375
154 SCHOOL NURSE	110,204	162,557	173,509	134,676	38,833	77.62%	74.08%	74.61%	14,261	120,416	82,228
155 LICENSED NURSING SERVICES	27,433	27,571	25,472	24,534	938	96.32%	96.66%	95.16%	(2,115)	26,648	26,106
156 SOCIAL WORKER	560,237	579,429	666,842	503,444	163,398	75.50%	80.29%	74.65%	38,213	465,231	418,238
157 SCHOOL PSYCHOLOGIST	678,136	740,035	863,517	642,340	221,177	74.39%	74.75%	74.51%	89,138	553,202	505,249
161 CERTIFIED PARA/PCA	368,768	411,293	418,244	322,558	95,686	77.12%	85.95%	86.73%	(30,964)	353,522	319,830
162 CERTIFIED ONE ON ONE PARA	55,433	46,080	24,594	18,157	6,437	73.83%	82.02%	85.04%	(19,639)	37,796	47,143
163 FOREIGN LANGUAGE INTERPRETER	142	0	150	35	115	23.55%	0.00%	100.00%	35	0	142
164 INTERPRETER FOR THE DEAF	58,315	60,081	36,745	32,034	4,711	87.18%	94.96%	94.87%	(25,022)	57,056	55,326
165 SCHOOL COUNSELOR	0	0	53,810	38,609	15,201	71.75%	0.00%	0.00%	38,609	0	0
170 NON,INSTRUCTIONAL SUPPORT	178,355	174,504	235,241	222,862	12,379	94.74%	88.30%	90.39%	68,779	154,083	161,213
174 REC SERVICES/DAPE SPECIALIST	39,252	40,183	29,999	22,610	7,389	75.37%	75.02%	75.35%	(7,537)	30,147	29,575
185 OTHER LICENSED/CERTIFIED SALARY	182,692	187,357	234,726	91,808	142,918	39.11%	69.02%	88.96%	(37,502)	129,310	162,524
186 OTHER NON LICENSED SALARY	43,484	49,512	81,412	40,253	41,159	49.44%	7.71%	98.68%	36,438	3,816	42,908
TOTAL SALARIES AND WAGES	6,337,951	6,937,882	8,181,314	6,462,618	1,718,696	78.99%	78.17%	79.84%	1,039,239	5,423,379	5,060,398
EMPLOYEE BENEFITS											
210 FICA/MEDICARE	464,356	504,793	614,456	473,913	140,543	77.13%	78.28%	79.94%	78,756	395,157	371,215
214 PERA	81,941	82,177	83,864	74,315	9,549	88.61%	84.40%	84.37%	4,959	69,356	69,136
218 TRA	394,478	457,804	572,608	446,628	125,980	78.00%	77.13%	78.42%	93,532	353,096	309,337
220 HEALTH INSURANCE	464,042	491,503	608,902	503,307	105,595	82.66%	78.02%	77.02%	119,856	383,451	357,387
230 LIFE INSURANCE	8,626	10,118	11,830	9,284	2,546	78.48%	79.10%	76.97%	1,281	8,003	6,640
235 DENTAL INSURANCE	16,831	17,437	20,881	17,072	3,809	81.76%	78.53%	79.64%	3,380	13,692	13,405
240 LONG TERM DISABILITY INSURANCE	9,509	9,437	11,522	8,426	3,096	73.13%	78.75%	80.08%	995	7,432	7,615
250 TSA/DEFERRED COMP	88,920	107,559	132,494	104,836	27,658	79.12%	83.32%	83.12%	15,215	89,620	73,910
251 TAX ADVANTAGE EMPLOYER HLTH AF	4,983	7,629	5,000	4,546	454	90.93%	60.08%	41.81%	(37)	4,583	2,083
270 WORKERS COMPENSATION	93,312	90,565	80,088	92,194	(12,106)	115.12%	87.47%	100.00%	12,979	79,215	93,312
280 UNEMPLOYMENT COMPENSATION	1,185	0	0	7,032	(7,032)	0.00%	0.00%	100.00%	7,032	0	1,185
TOTAL EMPLOYEE BENEFITS	1,628,182	1,779,020	2,141,645	1,741,555	400,090	81.32%	78.90%	80.16%	337,950	1,403,605	1,305,224
PURCHASED SERVICES											
303 FEDERAL SUB AWARD <=\$25000	418,739	501,513	637,934	254,147	383,787	39.84%	44.19%	47.51%	32,550	221,597	198,939
304 FEDERAL SUB AWARD >\$25000	505,372	471,363	443,386	108,931	334,455	24.57%	22.65%	20.28%	2,186	106,745	102,473
305 CONSULTING FEES/FEES FOR SERVIC	181,059	13,646,680	253,260	183,438	69,822	72.43%	2.03%	78.64%	(93,624)	277,062	142,390
307 CONTRACT SUB FOR SPEC EDUCATIC	38,237	9,168	41,379	24,040	17,339	58.10%	74.74%	100.00%	17,188	6,853	38,237
308 FEDERAL TUITION PAYMENT <=\$2500	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
309 FEDERAL TUITION PAYMENT >\$25000	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
315 REPAIRS & MAINT FOR TECHNOLOGY	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
316 SVC PURCH FROM MN JOINT POWER	6,002	6,231	6,231	6,231	0	100.00%	100.00%	100.00%	0	6,231	6,002
320 COMMUNICATION SERVICES	18,669	23,558	15,300	15,318	(11)	100.07%	83.43%	81.37%	(4,343)	19,654	15,191
329 POSTAGE & PARCEL SERVICES	3,858	4,175	4,220	3,307	913	78.37%	100.00%	54.10%	(868)	4,175	2,087
330 UTILITY SERVICES	37,977	47,213	55,000	36,344	18,656	66.08%	68.43%	78.06%	4,035	32,309	29,645
340 INSURANCE	38,991	45,515	55,619	53,261	2,358	95.76%	99.62%	100.00%	7,919	45,343	38,991
350 REPAIRS & MAINTENANCE	159,477	111,375	170,056	47,196	122,860	27.75%	92.08%	64.08%	(55,363)	102,560	102,192

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	May 31, 2022	May 31, 2021	May 31, 2020	Current YTD vs. Prior YTD	May 31, 2021	May 31, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
360 TRANSPORT CONTR <=\$25,000	765	643	8,655	3,889	4,766	44.93%	0.00%	100.00%	3,889	0	765
365 INTERDEPART TRANSPORT (CHGBK)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
366 TRAVEL CONVENTIONS/CONFERENCE	157,056	124,979	196,475	141,126	55,349	71.83%	88.11%	89.85%	31,009	110,116	141,118
368 OUT OF STATE TRAVEL/FEDERAL REII	4,148	0	17,500	15,771	1,729	90.12%	0.00%	138.52%	15,771	0	5,746
370 OPERATING LEASE/RENTAL	15,760	7,975	16,233	0	16,233	0.00%	71.69%	100.00%	(5,717)	5,717	15,760
379 MENTAL HLTH PROFESSIONAL <=\$250	0	9,418	0	0	0	0.00%	200.40%	0.00%	(18,873)	18,873	0
389 STAFF TUITION REIMBURSEMENT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
390 PYMT FOR ED PURPOSE TO MN DISTF	417	0	0	1,668	(1,668)	0.00%	0.00%	100.00%	1,668	0	417
391 PYMT TO MN SCHOOL (COST SHARE)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
393 SPEC ED TRANSITION/CHILD W/DISAB	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
394 PYMT FOR ED TO OTHER AGENCY	915,023	888,913	991,480	423,500	567,980	42.71%	43.58%	45.58%	36,085	387,414	417,086
396 SPEC ED SALARY/OTHER DISTRICT	818,972	675,300	978,631	205,849	772,782	21.03%	25.79%	26.39%	31,708	174,141	216,111
397 SPEC ED BENEFITS/OTHER DISTRICT	265,873	223,571	308,958	54,303	254,655	17.58%	24.03%	27.56%	568	53,735	73,264
TOTAL PURCHASED SERVICES	3,586,395	16,797,588	4,200,317	1,578,312	2,622,005	37.58%	9.36%	43.12%	5,787	1,572,525	1,546,415
SUPPLIES											
401 SUPPLIES, NON INSTRUCTIONAL	34,380	90,507	111,240	84,817	26,423	76.25%	62.97%	79.52%	27,826	56,991	27,339
405 NON, INSTRUCTIONAL SOFTWARE LIC	74,814	94,076	97,708	93,431	4,277	95.62%	96.29%	99.41%	2,842	90,589	74,375
406 INSTRUCTIONAL SOFTWARE LICENSE	37,665	49,784	226,895	222,816	4,079	98.20%	159.72%	101.19%	143,302	79,514	38,112
430 SUPPLIES & MATERIALS NON INDIV IN	10,842	6,111	18,784	11,772	7,012	62.67%	68.79%	27.03%	7,568	4,204	2,931
433 SUPPLIES & MATERIALS INDIV INSTR	45,123	87,393	150,695	146,655	4,040	97.32%	93.69%	34.45%	64,773	81,882	15,546
440 FUELS	10,433	11,527	17,300	22,406	(5,106)	129.51%	94.96%	94.29%	11,460	10,946	9,836
455 NONINSTRUCTIONAL TECH SUPPLIES	355	9,601	35,543	36,534	(991)	102.79%	99.75%	100.00%	26,957	9,577	355
456 INSTRUCTIONAL TECH SUPPLIES	2,810	6,162	12,944	5,782	7,162	44.67%	94.74%	100.00%	(55)	5,838	2,810
460 TEXTBOOKS	2,060	960	87,345	573	86,772	0.66%	100.00%	100.00%	(387)	960	2,060
461 STANDARDIZED TESTS	39,680	396	4,700	54,522	(49,822)	1160.05%	100.00%	100.00%	54,127	396	39,680
465 NONINSTRUCTIONAL TECH DEVICES	0	6,166	1,244	6,642	(5,398)	533.91%	100.00%	0.00%	476	6,166	0
466 INSTRUCTIONAL TECH DEVICES	12,983	23,447	89,700	91,370	(1,670)	101.86%	100.00%	15.89%	67,923	23,447	2,063
490 FOOD	5,568	820	5,250	6,972	(1,722)	132.80%	48.95%	100.00%	6,570	402	5,568
TOTAL SUPPLIES	276,713	386,950	859,348	784,293	75,055	91.27%	95.85%	79.75%	413,383	370,910	220,676
SUPPLIES & EQUIPMENT											
510 SITE OR GROUNDS ACQUISITION	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
520 BUILDING ACQ OR CONSTRUCTION	760	0	27,829	16,909	10,920	60.76%	0.00%	100.00%	16,909	0	760
530 OTHER EQUIPMENT PURCHASE	50,446	12,922	63,315	51,524	11,791	81.38%	100.00%	100.00%	38,602	12,922	50,446
533 EQUIP SP ED DIRECT INSTRUCTION	0	2,014	2,000	0	2,000	0.00%	100.00%	0.00%	(2,014)	2,014	0
535 CAPITAL LEASES	0	13,530,000	0	0	0	0.00%	0.00%	0.00%	0	0	0
550 OTHER VEHICLES, PURCHASE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
555 CAPITAL NONINSTR TECH HARDWARE	15,623	1,249	0	0	0	0.00%	100.00%	78.20%	(1,249)	1,249	12,217
556 CAPITALIZED INSTR TECH HARDWARE	0	10,855	8,900	8,848	52	99.42%	100.00%	0.00%	(2,007)	10,855	0
560 PRIN ON LONG TERM TECH	0	0	34,500	32,419	2,081	93.97%	0.00%	0.00%	32,419	0	0
570 PRIN ON BLDG/LAND LEASE	0	0	678,069	678,069	(0)	100.00%	0.00%	0.00%	678,069	0	0
571 INT ON BLDG/LAND LEASE	0	0	319,765	319,765	(0)	100.00%	0.00%	0.00%	319,765	0	0
580 PRINCIPAL ON CAPITAL LEASE	429,640	666,334	0	0	0	0.00%	199.36%	99.62%	(1,328,405)	1,328,405	427,986
581 INTEREST ON CAPITAL LEASE	603,320	330,439	0	0	0	0.00%	100.13%	100.27%	(330,868)	330,868	604,974
589 LEASE TRANSACTIONS/INSTALL SALE	0	(13,530,000)	0	0	0	0.00%	0.00%	0.00%	0	0	0
590 OTHER CAPITAL EXPENDITURES	5,246	4,500	4,500	3,950	550	87.78%	100.00%	100.00%	(550)	4,500	5,246
TOTAL SUPPLIES & EQUIPMENT	1,105,035	1,028,313	1,138,878	1,111,484	27,394	97.59%	164.43%	99.69%	(579,329)	1,690,813	1,101,629
OTHER EXPENDITURES											
810 JUDGMENTS AGAINST DISTRICT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
820 DUES, MEMBERSHIP, LICENSE, FEES	20,127	27,245	26,228	20,123	6,105	76.72%	96.15%	97.54%	(6,072)	26,195	19,632
891 TRA & PERA SPEC SITUATION PENSIC	35,373	50,335	0	0	0	0.00%	0.00%	0.00%	0	0	0
895 FED/NONPUBLIC INDIRECT (CHGBK)	(0)	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
896 TAXES & SPECIAL ASSESSMENTS	(348)	56	100	40	60	40.19%	35.75%	-33.45%	20	20	116
TOTAL OTHER EXPENDITURES	55,152	77,636	26,328	20,163	6,165	76.58%	33.77%	35.81%	(6,052)	26,215	19,748
OTHER FINANCING USES											
910 PERMANENT TRANSFER/OTHER FUNT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTAL OTHER FINANCING USES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	May 31, 2022	May 31, 2021	May 31, 2020	Current YTD vs. Prior YTD	May 31, 2021	May 31, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
GENERAL FUND TOTAL	12,989,428	27,007,389	16,547,830	11,698,424	4,849,406	70.69%	38.83%	71.24%	1,210,977	10,487,447	9,254,090

GENERAL FUND - EXPENDITURES BY PROGRAM CODE

Goodhue County Education District | May 31, 2022



DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	May 31, 2022	May 31, 2021	May 31, 2020	Current YTD vs. Prior YTD	May 31, 2021	May 31, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
DISTRICT ADMINISTRATION											
010 BOARD OF EDUCATION	16,440	14,326	26,771	12,782	13,989	47.74%	74.42%	76.78%	2,120	10,662	12,622
030 INSTRUCTIONAL ADMINISTRATION	83,008	65,520	52,224	48,053	4,171	92.01%	91.84%	90.79%	(12,122)	60,174	75,362
TOTAL - DISTRICT ADMINISTRATION	99,448	79,846	78,995	60,834	18,161	77.01%	88.72%	88.47%	(10,002)	70,836	87,984
SITE ADMINISTRATION											
050 SCHOOL ADMINISTRATION	59,029	97,953	279,823	261,115	18,708	93.31%	83.06%	90.00%	179,751	81,363	53,123
TOTAL - SITE ADMINISTRATION	59,029	97,953	279,823	261,115	18,708	93.31%	83.06%	90.00%	179,751	81,363	53,123
SUPPORT SERVICES											
105 GENERAL ADMINISTRATIVE SUPPORT	85,805	106,875	102,650	190,416	(87,766)	185.50%	157.66%	204.37%	21,918	168,498	175,355
110 BUSINESS SUPPORT SERVICES	116,345	120,651	145,064	141,479	3,585	97.53%	105.68%	101.91%	13,979	127,501	118,565
TOTAL - SUPPORT SERVICES	202,150	227,526	247,714	331,895	(84,181)	133.98%	130.09%	145.40%	35,897	295,999	293,920
REGULAR INSTRUCTION											
203 EDUCATION,ELEMENTARY GENERAL	85,478	99,611	449,580	224,246	225,334	49.88%	0.00%	0.00%	224,246	0	0
205 TITLE III, PART A LANGUAGE ACQUISITION	14,929	18,052	34,684	17,885	16,799	51.57%	96.03%	94.86%	549	17,336	14,162
211 EDUCATION,SECONDARY GENERAL	657,881	545,999	882,663	256,954	625,709	29.11%	10.64%	9.00%	198,879	58,075	59,231
212 VISUAL ART	0	0	75,842	57,014	18,828	75.17%	0.00%	0.00%	57,014	0	0
219 ENGLISH LEARNER	365,688	390,669	398,210	329,838	68,372	82.83%	77.67%	78.62%	26,401	303,437	287,491
220 ENGLISH, LANGUAGE ARTS	63,448	66,007	143,646	108,350	35,296	75.43%	74.53%	74.17%	59,158	49,192	47,060
230 FOREIGN/NATIVE LANGUAGE	0	0	34,270	3,952	30,318	11.53%	0.00%	0.00%	3,952	0	0
240 HEALTH, PHYSICAL ED & RECREATION	6,126	6,833	43,651	18,015	25,636	41.27%	66.93%	75.73%	13,442	4,573	4,639
250 FAMILY LIVING SCIENCE	79,279	80,565	92,231	68,228	24,003	73.98%	74.32%	74.09%	8,349	59,879	58,740
255 INDUSTRIAL EDUCATION	0	0	10,729	8,011	2,718	74.67%	0.00%	0.00%	8,011	0	0
256 MATHEMATICS	74,844	78,769	169,460	67,492	101,968	39.83%	73.15%	74.02%	9,870	57,622	55,399
258 MUSIC	0	0	41,000	16,988	24,012	41.43%	0.00%	0.00%	16,988	0	0
260 NATURAL SCIENCES	80,887	83,491	109,809	71,631	38,178	65.23%	74.38%	74.17%	9,528	62,103	59,992
270 SOCIAL SCIENCES/SOCIAL STUDIES	64,840	68,633	146,424	109,188	37,236	74.57%	74.23%	74.16%	58,240	50,949	48,086
TOTAL - REGULAR INSTRUCTION	1,493,398	1,438,628	2,632,199	1,357,793	1,274,406	51.58%	46.10%	42.51%	694,627	663,166	634,800
VOCATIONAL INSTRUCTION											
380 SPECIAL NEEDS	240,432	255,640	297,665	183,305	114,360	61.58%	74.00%	80.57%	(5,872)	189,177	193,711
399 CAREER & TECHNICAL GENERAL	68,063	71,555	65,909	49,209	16,700	74.66%	74.40%	74.17%	(4,031)	53,240	50,482
TOTAL - VOCATIONAL INSTRUCTION	308,496	327,195	363,574	232,513	131,061	63.95%	74.09%	79.16%	(9,904)	242,417	244,193
SPECIAL ED INSTRUCTION											
400 GENERAL SPECIAL EDUCATION	110,607	129,400	90,461	70,569	19,892	78.01%	51.43%	59.83%	4,016	66,553	66,173
401 SPEECH/LANGUAGE IMPAIRED	756,820	1,029,586	1,213,079	943,203	269,876	77.75%	77.52%	79.94%	145,093	798,110	604,978
402 MILD,MODERATE COGNITIVE DISAB	118,134	86,123	51,114	37,729	13,385	73.81%	79.89%	79.82%	(31,074)	68,803	94,295
403 SEVERE,PROFOUND COGNITIVE DISAB	20,524	14,407	11,622	4,295	7,327	36.95%	23.50%	68.06%	909	3,385	13,969
404 PHYSICALLY IMPAIRED	582,179	639,551	651,825	576,052	75,773	88.38%	70.46%	72.65%	125,456	450,596	422,958
405 DEAF, HARD OF HEARING	228,154	229,427	303,052	223,864	79,188	73.87%	70.46%	69.07%	62,208	161,656	157,591
406 VISUALLY IMPAIRED	81,877	90,681	94,057	69,288	24,769	73.67%	71.70%	72.93%	4,267	65,021	59,713
407 SPECIFIC LEARNING DISABILITY	272,073	164,476	235,383	143,458	91,925	60.95%	67.08%	51.61%	33,134	110,324	140,419
408 EMOTIONAL/BEHAVIORAL DISORDER	1,501,672	1,333,715	1,397,371	742,887	654,484	53.16%	54.40%	57.19%	17,356	725,531	858,844
410 OTHER HEALTH DISABILITIES	106,049	288,286	366,271	275,676	90,595	75.27%	60.81%	96.14%	100,362	175,314	101,955
411 AUTISTIC SPECTRUM DISORDERS	508,490	700,550	693,282	499,259	194,023	72.01%	67.66%	76.56%	25,238	474,021	389,275
412 DEVELOPMENTALLY DELAYED	870,576	895,693	835,771	559,234	276,537	66.91%	65.98%	68.28%	(31,711)	590,946	594,414
414 TRAUMATIC BRAIN INJURY	6,815	27,155	1,891	1,874	17	99.12%	77.29%	59.60%	(19,115)	20,989	4,062
416 SEVERELY MULTIPLY IMPAIRED	655	2,142	8,160	5,966	2,194	73.11%	0.00%	98.65%	5,966	0	646
420 SPECIAL ED,AGGREGATE 3+	2,196,406	2,102,156	2,714,639	1,954,516	760,123	72.00%	78.34%	73.26%	307,664	1,646,852	1,609,048
422 SPECIAL ED,STUDENTS W/O DISABILITES	250,571	243,917	309,066	190,105	118,961	61.51%	51.56%	57.24%	64,348	125,757	143,422
TOTAL - SPECIAL ED INSTRUCTION	7,611,603	7,977,265	8,977,044	6,297,974	2,679,070	70.16%	68.74%	69.13%	814,116	5,483,858	5,261,762
INSTRUCTIONAL SUPPORT											
610 CURRICULUM CONSULT & DEV	295,945	352,711	358,637	288,842	69,795	80.54%	95.79%	89.93%	(49,007)	337,848	266,144
630 INSTRUCTION,RELATED TECHNOLOGY	59,078	93,319	239,030	229,881	9,149	96.17%	84.77%	61.66%	150,773	79,108	36,426
640 STAFF DEVELOPMENT	9,806	2,140	39,300	6,064	33,236	15.43%	97.61%	99.40%	3,975	2,089	9,747
TOTAL - INSTRUCTIONAL SUPPORT	364,829	448,170	636,967	524,787	112,180	82.39%	93.50%	85.61%	105,742	419,045	312,316

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	May 31, 2022	May 31, 2021	May 31, 2020	Current YTD vs. Prior YTD	May 31, 2021	May 31, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
PUPIL SUPPORT SERVICES											
710 SECONDARY COUNSELING/GUIDANCE	0	0	70,889	48,791	22,098	68.83%	0.00%	0.00%	48,791	0	0
715 SCHOOL SECURITY	0	13,939	0	0	0	0.00%	0.00%	0.00%	0	0	0
720 HEALTH SERVICES	176,681	251,592	304,720	223,423	81,297	73.32%	76.23%	77.12%	31,647	191,776	136,257
730 PSYCHOLOGICAL AND HEALTH SERVICES	780,683	891,511	915,620	690,710	224,910	75.44%	74.27%	74.00%	28,550	662,160	577,701
740 SOCIAL WORK SERVICES	406,646	422,317	503,663	360,352	143,311	71.55%	72.04%	71.66%	56,099	304,253	291,385
760 PUPIL TRANSPORTATION	3,070	7,070	11,055	5,994	5,061	54.22%	88.63%	89.59%	(271)	6,266	2,750
790 OTHER PUPIL SUPPORT SERVICES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTAL - PUPIL SUPPORT SERVICES	1,367,080	1,586,429	1,805,947	1,329,271	476,676	73.61%	73.40%	73.74%	164,816	1,164,455	1,008,093
FACILITIES											
810 OPERATIONS & MAINTENANCE	294,452	260,215	327,598	215,394	112,204	65.75%	69.89%	73.81%	33,534	181,860	217,336
850 CAPITAL FACILITIES	1,087,154	1,170,901	1,080,163	1,062,558	17,605	98.37%	155.40%	100.00%	(756,996)	1,819,554	1,087,154
865 LTFM NOT PRO 866,867,868	101,790	70,995	117,806	24,290	93,516	20.62%	91.41%	52.47%	(40,604)	64,893	53,409
870 BUILDING CONSTRUCTION	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTAL - FACILITIES	1,483,396	1,502,112	1,525,567	1,302,242	223,325	85.36%	137.56%	91.54%	(764,066)	2,066,308	1,357,898
OTHER FINANCING USES											
910 RETIRE LONG TERM OBLIGATIONS	0	13,322,265	0	0	0	0.00%	0.00%	0.00%	0	0	0
950 TRANSFERS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTAL - OTHER FINANCING USES	0	13,322,265	0	0	0	0.00%	0.00%	0.00%	0	0	0
GENERAL FUND TOTAL	12,989,428	27,007,389	16,547,830	11,698,424	4,849,406	70.69%	38.83%	71.24%	1,210,977	10,487,447	9,254,090

The following resolution was moved by _____ and seconded by _____:

Resolution Accepting Donations/Grants

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.” and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE BE IT RESOLVED, that the School Board of Red Wing Schools, ISD 256, gratefully accepts the following donations as identified below:

Donor/Grantor	Amount	Designated Purpose (if any)
Eugene Brown		Small Bantam Stander

The vote on adoption of the Resolution was as follows:

Whereupon, said Resolution was declared duly adopted.

By: _____
Officer of Business Affairs

Date: 06/22/2022



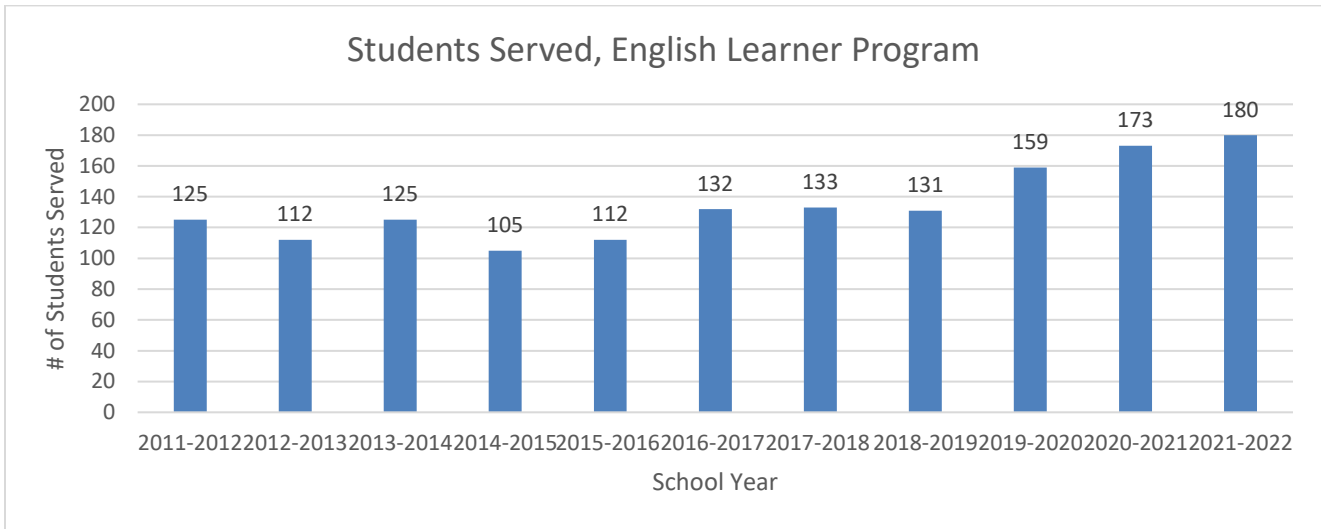
GOODHUE COUNTY EDUCATION DISTRICT #6051

395 Guernsey Lane, Red Wing, MN 55066 • Phone 651.388.4441 • Fax 651.388.9557

Member Districts:

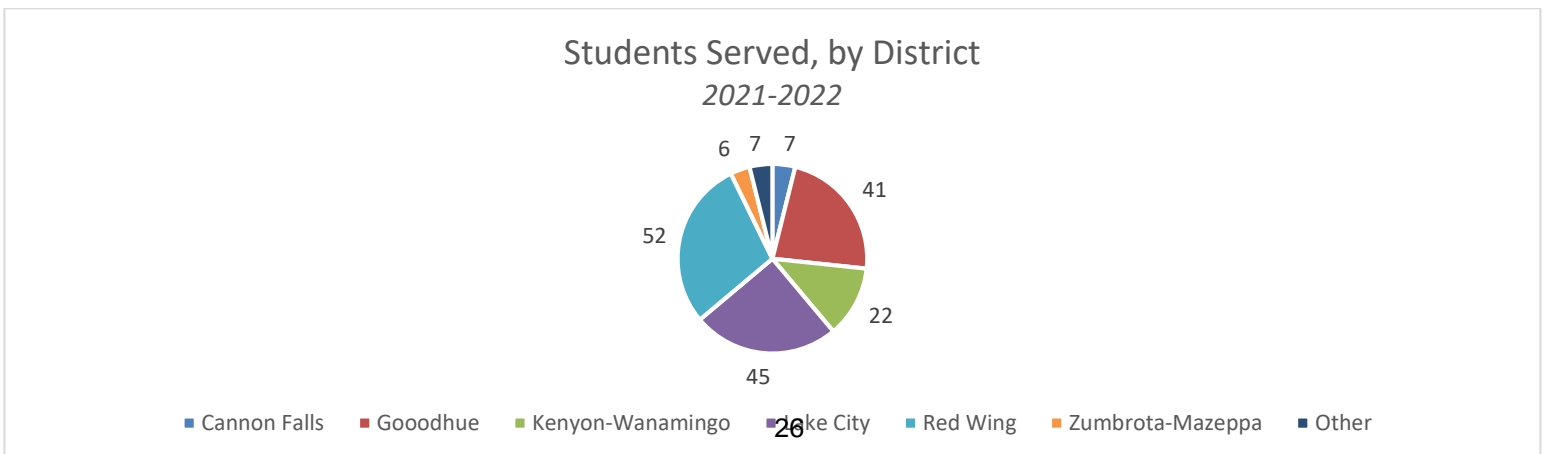
- Cannon Falls #252 • Goodhue #253 • Kenyon Wanamingo #2172
- Lake City #813 • Red Wing #256 • Zumbrota Mazeppa #2805

June 2022



English Learner (EL) Programming

1. English Learner programming is designed to support emerging bilingual students.
2. Services currently span Grades Kindergarten through Grade 12. Some potential legislation for folding in Pre-K students is being considered.
3. Member School Districts receive designated EL funding from the state and GCED accesses Federal Title III funds as a Title III consortium.
4. Three intertwined goals of EL programming: (1) Language Acquisition, (2) Content Knowledge, including credit accumulation, and (3) School-Connectedness, including peer-to-peer and with school personnel.



June 8, 2022

SENT VIA ELECTRONIC MAIL ONLY

Cherie Johnson
Goodhue County Education District
395 Guernsey Lane
Red Wing, MN 55066

Re: Part C American Rescue Plan (ARP): District Grants

Dear Cherie Johnson,

Congratulations! We have selected your application submitted in response to the Part C American Rescue Plan (ARP): District Grants grant opportunity for funding contingent upon clarifications and negotiations that will be necessary before executing the award. The grant offer is \$11,384.00.

Cat Tamminga Flores, Part C Coordinator, will be contacting you shortly to discuss the clarifications to your work plan, budget, or assurances. They can be reached at Cat.Tamminga@state.mn.us or 651-582-8746.

LaDonna Mustin, Grants Specialist, will be assisting with preparation of the Official Grant Award Notification (OGAN), financial reporting, processing of payments requests, and dissemination of the award document. Their contact information is LaDonna.Mustin@state.mn.us or 651-582-8832. The grants specialist will also be conducting a Pre-Award Risk Assessment, which may require a review of financial documentation and prior grant performance before the execution of the OGAN. The grants specialist will contact you if they need any information to conduct that assessment.

Please do not incur any expenditures until the OGAN is fully executed. Any expenditure you make prior to the full execution of the OGAN will be your sole responsibility to pay.

We look forward to working with you in the future.

Sincerely,

Missy Lorey, Grant Specialist Supervisor

missy.lorey@state.mn.us or (651) 582-8314

cc: Min MartinOakes, Part C Coordinator
Jackie Paradis, Business Manager
Cat Tamminga Flores, Part C Coordinator
LaDonna Mustin, Grants Specialist

Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

A. General

1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct cost of minor amounts may be treated as indirect costs under the conditions described in [§ 200.413\(d\)](#). After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefitting cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.
2. **“Major nonprofit organizations”** are defined in [paragraph \(a\) of § 200.414](#). See indirect cost rate reporting requirements in sections B.2.e and B.3.g of this Appendix.

B. Allocation of Indirect Costs and Determination of Indirect Cost Rates

1. General

- a. If a nonprofit organization has only one major function, or where all its major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures, as described in section B.2 of this Appendix.
- b. If an organization has several major functions which benefit from its indirect costs in varying degrees, allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefitting functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual Federal awards and other activities included in that function by means of an indirect cost rate(s).
- c. The determination of what constitutes an organization's major functions will depend on its purpose in being; the types of services it renders to the public, its clients, and its members; and the amount of effort it devotes to such activities as fundraising, public information and membership activities.
- d. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in section B.2 through B.5 of this Appendix.
- e. The base period for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to work performed in that period. The base period normally should coincide with the organization's fiscal year but, in any event, must be so selected as to avoid inequities in the allocation of the costs.

2. Simplified Allocation Method

a. Where an organization's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by

(i) separating the organization's total costs for the base period as either direct or indirect, and

(ii) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where an organization has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to an organization is relatively small.

b. Both the direct costs and the indirect costs must exclude capital expenditures and unallowable costs. However, unallowable costs which represent activities must be included in the direct costs under the conditions described in [§ 200.413\(e\)](#).

c. The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as subawards for \$25,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in [§ 200.1](#).

d. Except where a special rate(s) is required in accordance with section B.5 of this Appendix, the indirect cost rate developed under the above principles is applicable to all Federal awards of the organization. If a special rate(s) is required, appropriate modifications must be made in order to develop the special rate(s).

e. For an organization that receives more than \$10 million in direct Federal funding in a fiscal year, a breakout of the indirect cost component into two broad categories, Facilities and Administration as defined in [paragraph \(a\) of § 200.414](#), is required. The rate in each case must be stated as the percentage which the amount of the particular indirect cost category (*i.e.*, Facilities or Administration) is of the distribution base identified with that category.

3. Multiple Allocation Base Method

a. General. Where an organization's indirect costs benefit its major functions in varying degrees, indirect costs must be accumulated into separate cost groupings, as described in subparagraph b. Each grouping must then be allocated individually to benefitting functions by means of a base which best measures the relative benefits. The default allocation bases by cost pool are described in section B.3.c of this Appendix.

b. Identification of indirect costs. Cost groupings must be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping must constitute a pool of expenses that are of like character in terms of functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The groupings are classified within the two broad categories: "Facilities" and "Administration," as described in section A.3 of this Appendix. The indirect cost pools are defined as follows:

(1) Depreciation. The expenses under this heading are the portion of the costs of the organization's buildings, capital improvements to land and buildings, and equipment which are computed in accordance with [§ 200.436](#).

(2) Interest. Interest on debt associated with certain buildings, equipment and capital improvements are computed in accordance with [§ 200.449](#).

(3) Operation and maintenance expenses. The expenses under this heading are those that have been incurred for the administration, operation, maintenance, preservation, and protection of the organization's physical plant. They include expenses normally incurred for such items as: janitorial and utility services; repairs and ordinary or normal alterations of buildings, furniture and equipment; care of grounds; maintenance and operation of buildings and other plant facilities; security; earthquake and disaster preparedness; environmental safety; hazardous waste disposal; property, liability and other insurance relating to property; space and capital leasing; facility planning and management; and central receiving. The operation and maintenance expenses category must also include its allocable share of fringe benefit costs, depreciation, and interest costs.

(4) General administration and general expenses. The expenses under this heading are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature which do not relate solely to any major function of the organization. This category must also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation, and interest costs. Examples of this category include central offices, such as the director's office, the office of finance, business services, budget and planning, personnel, safety and risk management, general counsel, management information systems, and library costs.

In developing this cost pool, special care should be exercised to ensure that costs incurred for the same purpose in like circumstances are treated consistently as either direct or indirect costs. For example, salaries of technical staff, project supplies, project publication, telephone toll charges, computer costs, travel costs, and specialized services costs must be treated as direct costs wherever identifiable to a particular program. The salaries and wages of administrative and pooled clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate as described in [§ 200.413](#). Items such as office supplies, postage, local telephone costs, periodicals and memberships should normally be treated as indirect costs.

c. Allocation bases. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitting functions. The essential consideration in selecting a method or a base is that it is the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived; a traceable cause and effect relationship; or logic and reason, where neither the cause nor the effect of the relationship is determinable. When an allocation can be made by assignment of a cost grouping directly to the function benefitted, the allocation must be made in that manner. When the expenses in a cost grouping are more general in nature, the allocation must be made through the use of a selected base which produces results that are equitable to both the Federal Government and the organization. The distribution must be made in accordance with the bases described herein unless it can be demonstrated that the use of a different base would result in a more equitable allocation of the costs, or that a more readily available base would not increase the costs charged to Federal awards. The results of special cost studies (such as an engineering utility study) must not be used to determine and allocate the indirect costs to Federal awards.

(1) Depreciation. Depreciation expenses must be allocated in the following manner:

(a) Depreciation on buildings used exclusively in the conduct of a single function, and on capital improvements and equipment used in such buildings, must be assigned to that function.

(b) Depreciation on buildings used for more than one function, and on capital improvements and equipment used in such buildings, must be allocated to the individual functions performed in each building on the basis of usable square feet of space, excluding common areas, such as hallways, stairwells, and restrooms.

(c) Depreciation on buildings, capital improvements and equipment related space (e.g., individual rooms, and laboratories) used jointly by more than one function (as determined by the users of the space) must be treated as follows. The cost of each jointly used unit of space must be allocated to the benefitting functions on the basis of:

(i) the employees and other users on a full-time equivalent (FTE) basis or salaries and wages of those individual functions benefitting from the use of that space; or

(ii) organization-wide employee FTEs or salaries and wages applicable to the benefitting functions of the organization.

(d) Depreciation on certain capital improvements to land, such as paved parking areas, fences, sidewalks, and the like, not included in the cost of buildings, must be allocated to user categories on a FTE basis and distributed to major functions in proportion to the salaries and wages of all employees applicable to the functions.

(2) Interest. Interest costs must be allocated in the same manner as the depreciation on the buildings, equipment and capital equipment to which the interest relates.

(3) Operation and maintenance expenses. Operation and maintenance expenses must be allocated in the same manner as the depreciation.

(4) General administration and general expenses. General administration and general expenses must be allocated to benefitting functions based on modified total costs (MTC). The MTC is the modified total direct costs (MTDC), as described in [§ 200.1](#), plus the allocated indirect cost proportion. The expenses included in this category could be grouped first according to major functions of the organization to which they render services or provide benefits. The aggregate expenses of each group must then be allocated to benefitting functions based on MTC.

d. Order of distribution.

(1) Indirect cost categories consisting of depreciation, interest, operation and maintenance, and general administration and general expenses must be allocated in that order to the remaining indirect cost categories as well as to the major functions of the organization. Other cost categories should be allocated in the order determined to be most appropriate by the organization. This order of allocation does not apply if cross allocation of costs is made as provided in section B.3.d.2 of this Appendix.

(2) Normally, an indirect cost category will be considered closed once it has been allocated to other cost objectives, and costs must not be subsequently allocated to it. However, a cross allocation of costs between two or more indirect costs categories could be used if such allocation will result in a more equitable allocation of costs. If a cross allocation is used, an appropriate modification to the composition of the indirect cost categories is required.

e. Application of indirect cost rate or rates. Except where a special indirect cost rate(s) is required in accordance with section B.5 of this Appendix, the separate groupings of indirect costs allocated to each major function must be aggregated and treated as a common pool for that function. The costs in the common pool must then be distributed to individual Federal awards included in that function by use of a single indirect cost rate.

f. Distribution basis. Indirect costs must be distributed to applicable Federal awards and other benefitting activities within each major function on the basis of MTDC (see definition in [§ 200.1](#)).

g. Individual Rate Components. An indirect cost rate must be determined for each separate indirect cost pool developed. The rate in each case must be stated as the percentage which the amount of the particular indirect cost pool is of the distribution base identified with that pool. Each indirect cost rate negotiation or determination agreement must include development of the rate for each indirect cost pool as well as the overall indirect cost rate. The indirect cost pools must be classified within two broad categories: "Facilities" and "Administration," as described in [§ 200.414\(a\)](#).

4. Direct Allocation Method

a. Some nonprofit organizations treat all costs as direct costs except general administration and general expenses. These organizations generally separate their costs into three basic categories:

(i) General administration and general expenses,

(ii) fundraising, and

(iii) other direct functions (including projects performed under Federal awards). Joint costs, such as depreciation, rental costs, operation and maintenance of facilities, telephone expenses, and the like are prorated individually as direct costs to each category and to each Federal award or other activity using a base most appropriate to the particular cost being prorated.

b. This method is acceptable, provided each joint cost is prorated using a base which accurately measures the benefits provided to each Federal award or other activity. The bases must be established in accordance with reasonable criteria and be supported by current data. This method is compatible with the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations issued jointly by the National Health Council, Inc., the National Assembly of Voluntary Health and Social Welfare Organizations, and the United Way of America.

c. Under this method, indirect costs consist exclusively of general administration and general expenses. In all other respects, the organization's indirect cost rates must be computed in the same manner as that described in section B.2 of this Appendix.

5. Special Indirect Cost Rates

In some instances, a single indirect cost rate for all activities of an organization or for each major function of the organization may not be appropriate, since it would not take into account those different factors which may substantially affect the indirect costs applicable to a particular segment of work. For this purpose, a particular segment of work may be that performed under a single Federal award or it may consist of work under a group of Federal awards performed in a common environment. These factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the scientific disciplines or technical skills involved, the organizational arrangements used, or any combination thereof. When a particular segment of work is performed in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to such work. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided it is determined that (i) the rate differs significantly from that which would have been obtained under sections B.2, B.3, and B.4 of this Appendix, and (ii) the volume of work to which the rate would apply is material.

C. Negotiation and Approval of Indirect Cost Rates

1. Definitions

As used in this section, the following terms have the meanings set forth in this section:

- a. **Cognizant agency for indirect costs** means the Federal agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies.
- b. **Predetermined rate** means an indirect cost rate, applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
- c. **Fixed rate** means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.
- d. **Final rate** means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.
- e. **Provisional rate or billing rate** means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a final rate for the period.
- f. **Indirect cost proposal** means the documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.
- g. **Cost objective** means a function, organizational subdivision, contract, Federal award, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, projects, jobs and capitalized projects.

2. Negotiation and Approval of Rates

- a. Unless different arrangements are agreed to by the Federal agencies concerned, the Federal agency with the largest dollar value of Federal awards directly funded to an organization will be designated as the cognizant agency for indirect costs for the negotiation and approval of the indirect cost rates and, where necessary, other rates such as fringe benefit and computer charge-out rates. Once an agency is assigned cognizance for a particular nonprofit organization, the assignment will not be changed unless there is a shift in the dollar volume of the Federal awards directly funded to the organization for at least three years. All concerned Federal agencies must be given the opportunity to participate in the negotiation process but, after a rate has been agreed upon, it will be accepted by all Federal agencies. When a Federal agency has reason to believe that special operating factors affecting its Federal awards necessitate special indirect cost rates in accordance

with section B.5 of this Appendix, it will, prior to the time the rates are negotiated, notify the cognizant agency for indirect costs. (See also [§ 200.414](#).) If the nonprofit does not receive any funding from any Federal agency, the pass-through entity is responsible for the negotiation of the indirect cost rates in accordance with [§ 200.332\(a\)\(4\)](#).

b. Except as otherwise provided in [§ 200.414\(f\)](#), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award.

c. Unless approved by the cognizant agency for indirect costs in accordance with [§ 200.414\(g\)](#), organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year.

d. A predetermined rate may be negotiated for use on Federal awards where there is reasonable assurance, based on past experience and reliable projection of the organization's costs, that the rate is not likely to exceed a rate based on the organization's actual costs.

e. Fixed rates may be negotiated where predetermined rates are not considered appropriate. A fixed rate, however, must not be negotiated if

(i) all or a substantial portion of the organization's Federal awards are expected to expire before the carry-forward adjustment can be made;

(ii) the mix of Federal and non-Federal work at the organization is too erratic to permit an equitable carry-forward adjustment; or

(iii) the organization's operations fluctuate significantly from year to year.

f. Provisional and final rates must be negotiated where neither predetermined nor fixed rates are appropriate. Predetermined or fixed rates may replace provisional rates at any time prior to the close of the organization's fiscal year. If that event does not occur, a final rate will be established and upward or downward adjustments will be made based on the actual allowable costs incurred for the period involved.

g. The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the nonprofit organization. The cognizant agency for indirect costs must make available copies of the agreement to all concerned Federal agencies.

h. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

i. To the extent that problems are encountered among the Federal agencies in connection with the negotiation and approval process, OMB will lend assistance as required to resolve such problems in a timely manner.

D. Certification of Indirect (F&A) Costs

(1) Required Certification. No proposal to establish indirect (F&A) cost rates must be acceptable unless such costs have been certified by the nonprofit organization using the Certificate of Indirect (F&A) Costs set forth in section j. of this appendix. The certificate must be signed on behalf of the organization by an individual at a level no lower than vice president or chief financial officer for the organization.

(2) Each indirect cost rate proposal must be accompanied by a certification in the following form:

Certificate of Indirect (F&A) Costs

This is to certify that to the best of my knowledge and belief:

(1) I have reviewed the indirect (F&A) cost proposal submitted herewith;

(2) All costs included in this proposal [identify date] to establish billing or final indirect (F&A) costs rate for [identify period covered by rate] are allowable in accordance with the requirements of the Federal awards to which they apply and with [subpart E of this part](#).

(3) This proposal does not include any costs which are unallowable under [subpart E of this part](#) such as (without limitation): Public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

(4) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements.

§ 200.414 Indirect (F&A) costs.

(a) ***Facilities and administration classification.*** For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the “Administration” category; for IHEs, they are included in the “Facilities” category. Major

IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) ***Diversity of nonprofit organizations.*** Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) ***Federal Agency Acceptance of Negotiated Indirect Cost Rates.*** (See also [§ 200.306](#).)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in [paragraph \(c\)\(3\)](#) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) As required under [§ 200.204](#), the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under [paragraph \(e\)\(1\)](#) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in [§ 200.332\(a\)\(4\)](#).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200 - State/Local Government wide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200 - Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200 - Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in [paragraph \(e\)](#) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in [§ 200.403](#), costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, [25 U.S.C. 450b\(1\)](#)) must be available publicly on an OMB-designated Federal website.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75886](#), Dec. 19, 2014; [85 FR 49563](#), Aug. 13, 2020]

- E. GCED Reading Center for Prevention and Early Intervention
- F. Upcoming Professional Development
- G. Mental Health Grant through GCCFS
- H. County-wide and Member District Staffing Update
- I. FY21 Compliance MOE Verification Notice



Cherie Johnson <cjohnson@gced.k12.mn.us>

SFY 2021 Compliance Maintenance of Effort

Berger, Denise (MDE) <Denise.Berger@state.mn.us>
To: "cjohnson@gced.k12.mn.us" <cjohnson@gced.k12.mn.us>

Mon, Mar 28, 2022 at 12:09 PM



Maintenance of Effort (MOE) for Special Education Programs

(Via e-mail delivery)

March 28, 2022

Cheryl Johnson, Director of Special Education
Goodhue County Education District #6051-61

Dear Director Cheryl Johnson,

This letter serves as official notice that your Local Educational Agency (LEA) has maintained effort for State Fiscal Year (SFY) 2021.

A MOE webinar was held on March 2, 2022. Please refer to the PowerPoint presentation posted on the [Special Education Funding training page](#).

MOE Report

The report is posted to the [MDE Website \(https://education.mn.gov\)](https://education.mn.gov) under Data Center > Data Reports and Analytics > School Finance Reports: Minnesota Funding Reports (MFR) > Select your district > Select Category: Special Education Maintenance of Effort > Select year: SFY 20-21 > Select Report: Special Education Maintenance of Effort. District reports will include expenditures from cooperative. Cooperative reports will not include expenditures allocated to districts.

Questions related to this memorandum may be directed to the [Special Education Funding and Data Team](#).



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- V. **Old Business:**
 - A. Youth Coding League
- VI. **New Business:**
 - A. 2022-2023 Fernbrook Contract

INDEPENDENT COUNTY/PROFESSIONAL SERVICE AGREEMENT

This Agreement is entered into by and between the Goodhue County Educational District #6051, 395 Guernsey Lane, Red Wing, MN 55066 (hereafter “District”) and Fernbrook Family Center, 2575 Harvest Lane Owatonna, MN 55060, (hereafter “Contractor”).

RECITALS

WHEREAS, the District, wishes to purchase the services of Contractor for Mental Health Services and Supports to Students and Indirect/Consultative Support into Planning Pre-interventions; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from July 1, 2022, and shall continue in effect until June 30, 2023. All of the agreed upon services are available to the District at with or without the service being included in an individual educational plan.

Services and staff provided in this agreement includes 2.6 FTE (1.0 Qualified Mental Health Professional (QMHP), 1.6 Mental Health Practitioner (MHP)). Clinical staff are expected to follow the school calendar for a total of 196, 8 hour days (186 student and teacher work days and 10 additional school based CTSS specific training and program development days) to provide Mental Health services to the students enrolled at Goodhue County Special Education District located at 395 Guernsey Lane, Red Wing, MN 55066.

Students shall receive services as deemed appropriate within the setting. District shall complete the CTSS application, choosing the “Contract CTSS” option, and obtain reimbursement for services as defined on the IEP.

Mental health services needed in supplement or in place of identified positions will be invoiced at the following rates:

- \$300 per Standard Diagnostic Assessment
- \$70 per hour for MHP- IEP Services
- \$160 per hour for QMHP/CT- IEP Services

Salaries and Benefit costs for the 2022-2023 school year will amount to a maximum total District cost of \$281,346.70.

Extended School Year (ESY): When a student’s IEP team determines extended school year services are needed and those needs include mental health services, the District shall coordinate the needed staff for provision of these services with the appropriate Contract person. Staff can apply for an ESY position with the District. The District will assign staff as needed and invoice Contractor for the service time. The District shall be responsible for student transportation to school ESY programs.

Contracted ESY program services will be invoiced for via a separate invoices and per the following fee schedule. Dates of programming are yet to be determined, though are estimated at 3-4 weeks in July or Aug. Staff/client ratios are yet to be determined by student number and need.

Fee Schedule:

QMHP- \$52.31 per hour

MHP- \$44.14 per hour

Direct Services Available

Diagnostic Assessment

Standard

Explanation of Findings

Psychotherapy

Individual

Family

Group

Psychoeducation

Psychotherapy for Crisis

Skills Training

Group

Family

Individual

Crisis Assistance

Family Support Groups

Service Plan Development

Scoring and Administering of Standardized Measure

Indirect Services Available:

Individual Educational Plan Team Meetings

Staff Training and In-service

Formal and Informal Consultation

Pre-Referral Intervention

School team/Student Support Meetings

2. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)

Services shall be provided in accordance with the criteria set forth in the attached Exhibit(s):
[Attachment of the Professional Service Agreement Contract Year: July 2022-June 2023]

The Contractor guarantees all data, services and material supplied conform to the District's specifications and against inferiority as to specification, such guarantee shall be unconditional.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by the 15th day of the following month.

In the event this Agreement is terminated, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

To the fullest extent permitted by law, Contractor and District (1) waive against each other, and all the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement Services, and (2) agree that Contractor's total liability to District under this Agreement shall be limited to \$25,000, or the total amount of compensation received by Contractor, whichever is greater.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134).

4. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the District pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

5. INDEPENDENT CONTRACTOR

A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is

intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
- E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

6. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the County, the minimum limits apply:
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence
 - \$ 100,000 Fire Damage Limit

\$ 5,000 Medical Expense

The policy should be written on an “occurrence” basis and not a “claims-made” basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.
- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per claim
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker’s Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker’s Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

- A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Director of Special Education of the District employee identified in provision 10.
- B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.
- C. Release.

No educational data may be released by the Contractor to a third party without the express consent of the District’s representative as indicated below – this includes any media relations.
- D. Ownership.

All reports, files, and records relating to the business of the District, whether prepared by the Contractor or otherwise coming into its possession, shall remain the exclusive property of the District. Forms, documents, or other inventions created by the Contractor prior to or while under this Agreement outside of

reports completed to comply with Contractor's obligations per this Agreement are the property of the Contractor.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If the Contractor or District fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the District/Contractor, the District/Contractor may, upon written notice to the District's/Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Representatives for each of the parties to this Agreement are as listed below:

District

Cheryl Johnson, Executive Director
395 Guernsey Lane
Red Wing, MN 99066
651-388-4441

Contractor

Ashley Kimmell, School Based Services Specialist

P.O. Box 977
Owatonna, MN 55060
507-446-0431 ext. 265

- D. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

11. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

- A. Nonwaiver.

Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.

The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

17. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

18. PREVAILING WAGE

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statue § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statue § 177.42, subdivision 6.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

Education District # 6051
STATE OF MINNESOTA

Jon Huemoeller MSW, LICSW Date
President, Fernbrook Family Center

Chairperson, School Board Date

Division Director/Designee Date

EXHIBIT 1: Attachment to the Professional Service Agreement
Contract Year: July 2022– June 2023

SCOPE OF WORK/SERVICE DESCRIPTION

Fernbrook Family Center (Contractor) will provide independent contracted mental health services to Goodhue County Education District (District) special education students. Mental health services that are medically necessary, as determined by a diagnostic assessment, and professionally deemed appropriate to aid the student to benefit from special education services (Special Education services) will be provided according to an Individual Treatment Plan authorized by the student’s parents or by the student if the student is older than 18 or otherwise qualified to consent to mental health services by law. Mental Health related Special Education services will be professionally determined and indicated on the students’ Individual Family Service Plan (IFSP) or Individual Education Plan (IEP). Services provided by Contractor mental health staff will be consistent with covered services under Children’s Therapeutic Services and Supports (CTSS) and will include:

Mental Health Services:

- Diagnostic assessment
- Explanation of Findings
- Psychotherapy (Individual, Family, and Group)
- Skills training (Individual, Family, and Group)
- Psychotherapy for Crisis
- Psychoeducation
- Crisis Assistance
- Service Plan Development
- Administering and Reporting Standardized Measures
- Family Support Group

Ancillary and supportive services:

- Indirect and consultative support to student assistance teams
- Consultation to special education staff
- Staff training and in-service
- Attending IEP meetings
- Observation and assessment of students as assigned

EXHIBIT 1: Attachment to the Professional Service Agreement
Contract Year: July 2022– June 2023

This agreement covers dates from July 1, 2022 to June 30, 2023. Staff will work on school days as well as teacher work days as outlined in the school calendar (186 days) as well as 10 additional school based CTSS specific training and program development days. These additional days include days prior to the start of school and after the last day of school and will be required for training and prep. See Fernbrook Family Center’s School Based Mental Health/ CTSS Employee Terms and Conditions for employment for further details.

PROVIDER QUALIFICATIONS

The Contractor will provide training and supervision to maintain DHS standards. All clinical supervision for any Contractor staff is provided per all applicable federal, state, agency and licensure boards as part of the benefits package of each staff. The FTE of clinical supervision is not identified as a specific rate, however proof of supervision is available in any staff personnel file to verify standards are met.

MHP- MHPs are provided with at least 1 hour of clinical supervision with a QMHP in person monthly. According to agency policies, the primary mental health professional for every program is available during hours of programming. Each primary mental health professional identifies a backup when there is a known absence which is communicated to all applicable staff.

Clinical supervision and support will be provided by Samantha Kennedy, MA, LPCC; with Holly Christianson, MSW, LICSW, serving as clinical back up. The Clinical and/or Administrative Directors will be on site periodically throughout the week and available to support staff. They will not be required to be in attendance at the school site on a daily basis.

PREPATORY TIME

Contracted staff will be allocated paperwork/documentation time. This time will be allotted in the time before and after school, when not involved in other obligatory meetings (IEP, staff meetings etc.) and a full class period of each student day. Additional office time may be needed to complete the writing of diagnostic assessments. This time will be accounted for within the encounter minutes for this client service. District defined teacher workdays will also be utilized to assure maintenance of DHS file standards.

SUBSTITUTES

Substitutes will not be provided for short term Clinician absences. If/when a staff member takes an extended leave (7 consecutive school days) the program coordinator will communicate with District staff the clinically appropriate staff coverage plan. There will be no additional cost to the District for this staff coverage. Cost will be determined by calculating a daily rate based on

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contracted rate of absent staff and billing District per day substitute is on site. If Contractor staff are absent, they are to follow Contractor procedure for taking vacation or sick time as well as notify the school identified staff member. Scheduled absences are to be approved by District staff as well as Contractor staff.

PERFORMANCE CONCERNS:

In situation of District concern regarding the job performance of a Contractor employee, not resulting in concerns for student safety, District will initiate conversation with the Contractor Program Coordinator to develop a plan to address, instruct and coach staff. If District determines concerns may raise to an unacceptable level of negative impact on students, Program Coordinator and District personnel will develop a plan to assure student needs are considered and identify a process for reassigning the staff from the contracted position.

ELIGIBLE POPULATIONS

Eligible populations include special education students enrolled in the identified setting classrooms. District may determine a student eligible for assessment and observation in an ad hoc manner to support the special education services they receive.

REFERRAL PROCESS

Students enrolled in the identified District special education settings will be eligible for IEP and Non-IEP services regardless of billing source.

Current River Bluff Education Center students:

River Bluff staff member will submit the referral form to school administrator, who will determine, with help from mental health staff and social workers, if CTSS services are appropriate. If these services are determined appropriate, District staff will complete the referral form. Upon receiving referral, Contracted staff will begin the intake process which includes obtaining releases of information, parental consent to treat, and meeting with parent and child for a diagnostic interview. Upon completion of the Diagnostic Assessment and Individualized Treatment Plan, District staff will make necessary alterations to the IEP to allocate the appropriate type and frequency of services.

Consultative Services (member districts):

Special Education Coordinators/school principals from member districts will complete the online referral form on the GCED website and send to River Bluff Education District School Administrator for approval. School Administrator will communicate to Contractor staff needed information for the consultative services. Contractor staff will complete the identified consultation/observation form to provide feedback to member district.

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DISTRIBUTION OF FUNCTIONS

The Contractor’s QMHP completes diagnostic assessments requested by a student’s parents or by the District and authorized by the student’s parents. The student’s special education team will use the diagnostic assessment along with other school information and school testing to decide what medically necessary mental health services, if any, need to be included in the student’s IEP or IFSP to best provide support allowing the student to benefit from special education services. The District will communicate the completion of the IEP to the QMHP. The QMHP who completed the diagnostic assessment will explain the findings from the diagnostic assessment to the school, parents and student and help the family find mental health resources to meet recommended mental health service needs aside from those provided to aid the student in meeting academic goals. Upon request, QMHP will initiate referral for mental health resources to meet needs identified in diagnostic assessments that are done by outside providers.

In effort to secure the most clinically appropriate and fiscally sound programming, an administrative team including District Assistant Director, Contractor’s Goodhue County Director(s), and Contractor’s School Based Services Specialist to focus on coordination and collaboration has been developed. At minimum, this team will convene monthly to analyze reimbursement data, assure mental health needs and IEP requirements are compatible, client referrals are being managed, student needs accurately met, documentation is compliant to both MDE and DHS standards, and billing is completed in a timely manner. Programmatic decisions such as seeing students who do not meet minimum standards for billing will be made jointly with the District and the Contractor. Services provided outside of an IEP will be approved and monitored by the District

CLINICAL DECISION MAKING

Contracted staff must follow Contractor protocols in making clinical crisis management decisions. These processes and procedures are created to assure the least liability risk for the clinician and licensure supervisor. – Fernbrook Policy Attached-

MENTAL HEALTH SERVICES TO BE PROVIDED

Clinical Trainee Services		
Major Job Functions	Specific Tasks	Knowledge, Abilities, & Skills
Intervention and Informal Consultation	<ul style="list-style-type: none"> ● Consultation and collaboration provided to families and school personnel 	<ul style="list-style-type: none"> ● Understanding of social work interventions and methods such as counseling, crisis intervention, casework, group work, community organization, consultation, case

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	<ul style="list-style-type: none"> ● Consult and collaborate with community agencies and other Clinical Trainees to coordinate services ● Consult and/or plan with classroom teachers, parents and administrators to develop intervention strategies to achieve school success ● Develop interagency collaboration and consultation to provide comprehensive services 	<p>management, family therapy, and effective education strategies</p> <ul style="list-style-type: none"> ● Knowledge of data gathering methods and inference-making from such data; performance objectives, measurable outcomes and the means to assess the effects of intervention
Diagnostic Assessment, Standard	<ul style="list-style-type: none"> ● Meet with students with parent’s permission ● Obtain necessary releases ● Interview students to collect relevant mental health information as per DHS requirements ● Consult with parents, school staff and other involved professionals to coordinate services ● Synthesize and complete written Diagnostic Assessment within 30 days of intake date 	<ul style="list-style-type: none"> ● Ability to quickly develop rapport with diverse clients ● Manage session time to work on treatment goals while meeting the client where they are. ● Understanding of Diagnosis and appropriate interventions ● Clear and timely documentation
Psychotherapy for Crisis	<ul style="list-style-type: none"> ● Observation and assessment of students to develop plan for crisis prevention and management. ● Collaboration with school personnel to identify student needs ● Collaboration in the of the Functional Behavioral Assessment and Behavior Intervention Plan ● Documentation of time required in assisting with the Functional Behavioral Assessment and Behavior Intervention Plan 	<ul style="list-style-type: none"> ● Understanding of student needs and diagnosis ● Ability to observe and communicate student triggers ● Knowledge of wide range of effective techniques for effective redirection, crisis prevention and calming strategies ● Knowledge of supportive resources within the school building and system ● Understanding of crisis prevention techniques
Staff Training and In-service	<ul style="list-style-type: none"> ● Provide relevant staff trainings around mental health topics ● Document service provision 	<ul style="list-style-type: none"> ● Knowledge of adult learning styles ● Knowledge of a variety of mental health topics and interventions ● Organized presentations skills
IEP Meetings	<ul style="list-style-type: none"> ● Attend IEP Meetings when relevant ● Explain the recommendations contained in the diagnostic assessment ● Help define mental health goals and measures for medically necessary services that are included in the IEP 	<ul style="list-style-type: none"> ● Knowledge of the District’s policies and procedures ● Able to explain mental health symptoms, diagnosis, and recommendations in terms parents and students can understand

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	<ul style="list-style-type: none"> ● Describe progress and help IEP team members recognize when goals are accomplished 	
Individual Psychotherapy	<ul style="list-style-type: none"> ● Obtain and complete diagnostic assessments to determine medically necessary services ● Develop Individualized Treatment Plans (ITP) ● Provide individual services according to the ITP ● Consult with parents, school staff, and other involved professionals to coordinate services ● Document service provision and planning 	<ul style="list-style-type: none"> ● Understanding requirements for diagnostic assessment and outpatient mental health services ● Understand the rules and procedure required under CTSS service provision ● Understand the District’s special education policies and procedures ● Ability to quickly develop rapport with diverse clients ● Manage session time to work on treatment goals while meeting the client where they are ● Understanding of diagnosis and appropriate interventions ● Clear and timely documentation
Group Psychotherapy	<ul style="list-style-type: none"> ● Obtain necessary releases ● Obtain or complete diagnostic assessments to determine medically necessary services ● Develop Individualized Treatment plans ● Provide group services according to the ITP ● Consult with parents, school staff and other involved professionals to coordinate services ● Document service provision and planning 	<ul style="list-style-type: none"> ● Understanding requirements for diagnostic assessment and outpatient mental health services ● Understand the rules and procedure required under CTSS service provision ● Understand the District’s special education policies and procedures ● Knowledge of group dynamics and function ● Ability to manage multiple tasks at the same time ● Clear and timely documentation
Family Psychotherapy	<ul style="list-style-type: none"> ● Obtain necessary releases ● Obtain or complete diagnostic assessments to determine medically necessary services ● Develop Individualized Treatment plans ● Provide group services according to the ITP ● Consult with parents, school staff and other involved professionals to coordinate services ● Document service provision and planning 	<ul style="list-style-type: none"> ● Understanding requirements for diagnostic assessment and outpatient mental health services ● Understand the rules and procedure required under CTSS service provision ● Understand the District’s special education policies and procedures ● Knowledge of family systems and interventions ● Ability to manage multiple tasks at the same time ● Clear and timely documentation

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Family Support Groups	<ul style="list-style-type: none"> ● Provide education on various parenting topics ● Facilitate opportunities for parents to engage in discussion. 	<ul style="list-style-type: none"> ● Knowledge of various mental health topics of interest to parents ● Ability to facilitate small group discussions <p>Ability to present information in a clear and concise manner</p>
Psychoeducation	<ul style="list-style-type: none"> ● Provides services under the clinical supervision of a Qualified Mental Health Professional ● Provide psychoeducation according to Individual Treatment Plans ● Document service provision 	<ul style="list-style-type: none"> ● Understand the rules and procedure required under CTSS service provision ● Knowledge of mental health diagnoses and related symptoms
CTSS Service Plan Development and Review	<ul style="list-style-type: none"> ● Time spent developing and reviewing individualized treatment plans with clients and their caregivers 	<ul style="list-style-type: none"> ● Knowledge of diagnoses and appropriate goals and interventions. ● Adherence to individualized treatment plan timelines and requirements.
CTSS Scoring and Administering of Standardized Measures	<ul style="list-style-type: none"> ● Time spent administering and scoring standardized outcomes and measurements as part of an evaluation or development and review of a treatment plan as a part of service 	<ul style="list-style-type: none"> ● SDQ, CASII timelines

Mental Health Practitioner Services		
Major Job Functions	Specific Tasks	Knowledge, Abilities, & Skills
Pre-referral Mental Health Intervention and Informal Consultation	<ul style="list-style-type: none"> ● Provides services under the clinical supervision of Qualified Mental Health Professional ● Participate in mental health interventions/pre-referral ● Consultation and collaboration provided to families and school personnel ● Consult and collaborate with community agencies and other mental health professionals to coordinate services ● Consult and/or plan with classroom teachers, parents and administrators to develop intervention strategies to achieve school success ● Develop interagency collaboration and consultation to provide comprehensive services 	<ul style="list-style-type: none"> ● Understanding of mental health interventions and methods such as counseling, crisis intervention, casework, group work, community organization, consultation, case management, family therapy, and effective education strategies ● Knowledge of data gathering methods and inference-making from such data; performance objectives, measurable outcomes and the means to assess the effects of intervention

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<p>MH Team Meetings</p>	<ul style="list-style-type: none"> ● Provides services under the clinical supervision of a Qualified Mental Health Professional ● Attend Mental Health Team Meetings ● Join interagency collaboration and consultation to provide comprehensive services ● Consult and/or plan with classroom teachers, parents and administrators to develop intervention strategies to achieve school success 	<ul style="list-style-type: none"> ● Knowledge of the District’s policies and procedures ● Ability to communicate with and listen to a diverse team with varied backgrounds and experiences around mental health
<p>Crisis Assistance</p>	<ul style="list-style-type: none"> ● Observation and assessment of students to develop plan for crisis prevention and management. ● Collaboration with school personnel to identify student needs ● Completion of the Functional Behavioral Assessment and Behavior Intervention Plan ● Documentation of time required to complete the Functional Behavioral Assessment and Behavior Intervention Plan 	<ul style="list-style-type: none"> ● Understanding of student needs and diagnosis ● Ability to observe and communicate student triggers ● Knowledge of wide range of effective techniques for effective redirection, crisis prevention and calming strategies ● Knowledge of supportive resources within the school building and system ● Understanding of crisis prevention techniques
<p>Individual Skills Training</p>	<ul style="list-style-type: none"> ● Provides services under the clinical supervision of a Qualified Mental Health Professional ● Provide individual skills training according to Individual Treatment Plans ● Utilize evidence based curriculum to develop/teach identified skills/behavior modification strategies that help youth develop, self-monitor, compensate for, cope with, counteract, or replace skills deficits or maladaptive skills acquired as a result of diagnosed mental health needs. ● Gather data on student progress related to goals and objectives ● Collaborate with special education teachers regarding service delivery and progress ● Document service provision 	<ul style="list-style-type: none"> ● Understand the District’s special education policies and procedures ● Understand the rules and procedure required under CTSS service provision ● Knowledge of evidence based curriculum, data collection and measurable outcomes ● Knowledge of gathering data to help assess outcome measurements for treatment planning. ● Have an understanding of human behavior and the social environment including theories of human growth and development; cultural, racial and ethnic diversity; needs of at-risk and disabled children; and biological factors affecting children’s school functioning

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<p>Group Skills Training</p>	<ul style="list-style-type: none"> ● Provides services under the clinical supervision of a Qualified Mental Health Professional ● Provide group skills training according to Individual Treatment Plans ● Utilize evidence based curriculum to teach skills ● Document service provision ● Gather data on student progress/goals/ objectives ● Collaborate with special education teachers regarding service delivery and progress 	<ul style="list-style-type: none"> ● Understand the District’s special education policies and procedures ● Understand the rules and procedure required under CTSS service provision ● Knowledge of evidence based curriculum, data collection and measurable outcomes ● Have an understanding of human behavior and the social environment including theories of human growth and development; cultural, racial and ethnic diversity; needs of at-risk and disabled children; and biological factors affecting children’s school functioning
<p>Family Skills Training</p>	<ul style="list-style-type: none"> ● Provides services under the clinical supervision of a Qualified Mental Health Professional ● Provide family skills training according to Individual Treatment Plans ● Utilize evidence based curriculum to teach skills ● Document service provision ● Gather data on student progress/goals/ objectives ● Collaborate with special education teachers regarding service delivery and progress 	<ul style="list-style-type: none"> ● Understand the District’s special education policies and procedures ● Understand the rules and procedure required under CTSS service provision ● Knowledge of evidence based curriculum, data collection and measurable outcomes ● Have an understanding of human behavior and the social environment including theories of human growth and development; cultural, racial and ethnic diversity; needs of at-risk and disabled children; and biological factors affecting children’s school functioning
<p>Family Support Groups</p>	<ul style="list-style-type: none"> ● Provide education on various parenting topics ● Facilitate opportunities for parents to engage in discussion. 	<ul style="list-style-type: none"> ● Knowledge of various mental health topics of interest to parents ● Ability to facilitate small group discussions ● Ability to present information in a clear and concise manner
<p>CTSS Service Plan Development and Review</p>	<ul style="list-style-type: none"> ● Time spent developing and reviewing individualized treatment plans with clients and their caregivers 	<ul style="list-style-type: none"> ● Knowledge of diagnoses and appropriate goals and interventions. ● Adherence to individualized treatment plan timelines and requirements.

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CTSS Scoring and Administering Standardized Measures	<ul style="list-style-type: none"> • Time spent administering and reporting standardized outcomes and measurements as part of an evaluation or development and review of a treatment plan as a part of service 	<ul style="list-style-type: none"> • Adherence to SDQ and CASII timelines
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SCHOOL DIRECTED SUPPORT SERVICES TO BE PROVIDED

The Contractor’s employees will also participant in crisis intervention teams as part of the school’s response team. These services are outside of the mental health services outlined above. This service is school directed and done in accordance with the District’s requirements.

BUILDING

The Contractor’s mental health employees are responsible for learning and following the cultures, policies and procedures in each of the buildings where they are assigned. They are responsible for attending training required and provided by the District, for participating in fire drills, lock down procedures, and for building safe, effective, and professional relationships with staff and students in each school building.

District will provide office space within the designated sites, name badges, keys, and phone access including voicemail, district email and computers for the Contract staff to utilize during school hours. Contractor will provide tablets needed to obtain electronic signatures for Electronic Medical Record (EMR).

THERAPUTIC SUPPLIES

District will provide items students need related services/supplies that will allow student to benefit from special education. Clinical Trainee will place order for needed items with the appropriate District Administrative Assistant as items are deemed necessary for treatment and assessment of Mental Health needs. District will respond to request within 30 school days.

TRAINING

The Contractor is responsible for providing professional development training for all contracted staff. Contract staff will participate effectively in trainings on Multi-Tiered Systems of Supports, crisis response, restraint and seclusion, blood borne pathogens and fire or emergency operations provided by the District.

FFC will provide and maintain all continuing education and training needs for CTSS certification as well as FERPA and HIPPA training to all mental health staff working in school based sites.

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PHYSICAL RESTRAINTS

When a Contractor staff is provided District training regarding use of restraint, procedures and approved technique for restraint, Contractor staff (MHP/CT/QMHP) may engage in restraint of a child based on the school’s policies and procedures. Staff who restrain a child in this situation must follow all District policies and procedures regarding documentation, notifications and any other requirements related to the use of restraint under the District’s requirements. The use of physical restraints by Contractor staff is an additional service under this contract outside of the CTSS services provided under the DHS certification.

TRANSPORTATION AND MILEAGE

If transportation is outlined in a student’s Behavior Intervention Plan (BIP), then Contractor staff will need to be van trained and when this intervention is utilized it needs to be communicated to Nicole Bolduan at River Bluff Education Center

Contractor staff will follow District processes for mileage reimbursement when traveling between schools for observation or to and from students’ houses for family services.

COMPENSATION/PAYMENT

Contractor will invoice District on the 15th of each month. The invoices will identify salaries and benefits as well as positions are being accounted for within the identified dates. The contracted rates are to account for a full school year of employment. Those positions filled after the school year has begun or vacated within the school year will be prorated as the total contract will be paid out over a 12 month period.

The District will bill all eligible mental health services to the Minnesota Health Care Programs. When these students are covered by insurance other than the Minnesota Health Care Programs, the District will seek the parent’s permission to bill the insurance provider whenever possible.

The District is responsible for using the CTSS revenue that is collected under this agreement for technology, training, or special education services provided by staff not involved in the provision of CTSS services.

Whenever the Contractor provides mental health services that are not included in a student’s IEP/IFSP, or are provided outside of the school day, the Contractor will bill all available third party sources including Minnesota Health Care Programs (MHCP) for the service. Even though these services are coordinated with the student’s educational program, they are also separate from the student’s educational program and therefore do not fall under the student’s right to a

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free and appropriate public education. In these instances, the Contractor will bill parents for all required deductibles and co-pays.

COMMUNICATION

District concerns with the provision of any services shall be brought to the attention of the Contractor Program Coordinator. Addendums or changes to the contract will be communicated between the District Liaison and Contractor’s School Based Services Specialist.

MEDICAL NECESSITY

The Contractor’s diagnostic assessments will recommend specific mental health services that are recognized as the prevailing standard or current practice for treating any identified conditions or disabilities in order to assist the student in achieving an acceptable level of behavioral and emotional functioning.

Each student’s IEP team will determine which medically necessary mental health services are needed in order for the student to benefit from special education. When the Contractor completes a diagnostic assessment, the CT will participate in the student’s IEP team meeting in order to help team members best understand the recommendations. The Contract employee will assist parents in obtaining medically necessary services recommended in the diagnostic assessment and not included in the IEP/IFSP. When treatment goals are achieved and any mental health services included in the IEP/IFSP are no longer medically necessary, or when mental health treatment needs change, the Contractor employee will participate in IEP team meetings where changes are being discussed. When IEP teams rely on outside diagnostic assessments, the Contractor’s CT assigned to the building the student attends will participate in that student’s IEP meetings when asked to do so.

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, 2022 to June 30, 2023.

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 Family Based 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>\$214,330.00</u>
2.	<u>Child Rule 79 Case Management - 490X</u>	<u>\$100,000.00</u>
3.	<u>Family Based Counseling—162X</u>	<u>\$60,000.00</u>
4.	<u>Family Group Decision Making—166X</u>	<u>\$10,000.00</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 ⁶⁵parent 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 with school attendance concerns. 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.
- l. Goodhue County Health & Human Services will offer reflective consultation to school social work staff one time per month.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid to the Contractor for the Purchased Services shall not exceed **\$384,330.00**
- 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 _____

By: _____
Contractor: GCHHS Director Date _____

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, 2022** to **June 30, 2023**.

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** **\$538,725.00**
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.

d. Agency will provide school social worker to serve as Family Support Specialist to receive and act on referrals of children and families from parents, school, and county staff. The Family Support Specialist will be a GCED employee. The Family Support Specialist will be located two days per week at the GCHHS building and will take work direction from the GCHHS Social Services Supervisor that may include, but is not limited to, administration of Family Support Grant, Rule 185 case management, and Parent Support Outreach Program assessment and case management.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid to the Contractor for the Purchased Services shall not exceed **\$543,725.00.**
- 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

Date

By: _____
Agency: GCHHS Director

Date

By: _____
Contractor: GCED Board Chair

Date

By: _____
Contractor: GCED Director

Date

By: _____
Goodhue County Attorney

Date

Adopted: _____

MSBA/MASA Model Policy 524

Orig. 1996

Revised: _____

Rev. ~~2019~~2021

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. While not an exhaustive list, 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 “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok,” ~~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. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. 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 may include, but are not limited to, situations serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. ~~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~~ seeking technology revenue pursuant to ~~Minnesota Statutes~~ §section 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

[Note: For a school district ~~which~~ that 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~~, ~~Minnesota Statutes~~ §section 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

[Note: 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

[Note: School districts ~~which~~ that 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~~that 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 may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and

Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statutes Chapter 13 (~~the~~ Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form 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 Policy, and ~~Policy 515~~, Protection and Privacy of Pupil Records Policy.
 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: [Minn. Stat. Ch. 13 \(Minnesota Government Data Practices Act\)](#)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
[20 U.S.C. § 1232g \(Family Educational Rights and Privacy Act\)](#)
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)
[Mahanoy Area Sch. Dist. v. B.L.](#), 594 U.S. _____, 141 S. Ct. 2038 (2021)
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)~~
~~*Sagehorn v. Indep. Sch. Dist. No. 728*, 122 F.Supp.2d 842 (D. Minn. 2015)~~
~~*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. ~~12-588~~, ~~2012 WL~~~~
~~~~3870868-894 F.Supp.2d 1128~~ (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 (8<sup>th</sup> Cir. 2012)  
~~*Kowalski v. Berkeley County Sch.*, 652 F.3d 565 (4<sup>th</sup> Cir. 2011)~~  
~~*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> 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)

**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 ([Title IX Sex Nondiscrimination](#)  
[Grievance Procedures and Process](#)~~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)

## Model Policy 806: Crisis Management Plan

### FOR ASSISTANCE IN DRAFTING A CRISIS MANAGEMENT PLAN

Resources are available to assist school districts in drafting a Crisis Management Policy and/or building-specific crisis management plans. Please contact any of the organizations listed below for assistance:

A. **Minnesota Department of Public Safety School Safety Center**

*HSEM Comprehensive School Safety Guide*

<https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/2011%20Comprehensive%20School%20Safety%20Guide.Jan%202014%20Appendix%20update.pdf>

Division of Homeland Security and Emergency Management  
444 Minnesota Street, Suite 223  
St. Paul, MN 55101  
651-201-7400  
<https://dps.mn.gov/Pages/default.aspx>

B. **Minnesota Department of Education**

Division of Special Education Compliance and Assistance  
1500 Highway 36 West  
Roseville, MN 55113-4266  
651-582-8710  
[www.education.state.mn.us](http://www.education.state.mn.us) email: [mde.compliance-assistance@state.mn.us](mailto:mde.compliance-assistance@state.mn.us)

C. **Minnesota Department of Public Safety State Fire Marshal Division**

444 Minnesota Street, Suite 145  
St. Paul, MN 55101-5145  
651-201-7200  
<https://dps.mn.gov/divisions/sfm/Pages/default.aspx>

D. **Minnesota School Boards Association**

1900 West Jefferson Avenue  
St. Peter, MN 56082-3015  
800-324-4459  
507-934-2450  
[www.mnmsba.org](http://www.mnmsba.org)

**OTHER RESOURCES/PUBLICATIONS:**

U.S. Department of Education  
Readiness and Emergency Management (REMS) Technical Assistance Center  
<https://rems.ed.gov>

Ready.gov: <https://www.ready.gov/>  
ReadyKids.gov: <https://www.ready.gov/kids>

Practical Information on Crisis Planning <https://www2.ed.gov/admins/lead/safety/crisisplanning.html>

CISA: What to Do – Bomb Threat <https://www.cisa.gov/what-to-do-bomb-threat>

National School Safety and Security Services  
[www.schoolsecurity.org/resources/security-equipment.html](http://www.schoolsecurity.org/resources/security-equipment.html)

Your local emergency response agencies (law enforcement, fire, emergency management) can also assess your building and situation, suggest changes, and assist in drafting building-specific crisis management/emergency plans.

## FIRE

### In the event of a fire, smoke from a fire or detection of a gas odor:

- Pull fire alarm and notify building occupants by means of  

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  - Evacuate students and staff to the designated areas.
    - These areas should be a safe distance away from emergency personnel.
    - Be aware of the arrival of emergency responders. See map of evacuation routes and assembly areas located  

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(or included in this manual on next page)
  - Follow primary fire drill route whenever possible. Follow alternate route if primary route is blocked or dangerous. See map, located  

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- (or included in this manual on next page)
- Teachers take class roster.
  - Teachers take attendance after evacuation.
  - Teachers report missing students to building administrator immediately.
- If trapped by fire, go to **Shelter-in-Place Procedures**.

### Building administrator:

- Building administrator notifies fire department (call **911**) and superintendent.
- Building administrator or designee meets with emergency officials as soon as possible.
- After consulting with appropriate official, building administrator may move students to primary relocation center at \_\_\_\_\_ if weather is inclement or building is damaged.
- **Do not** reenter buildings until they are declared safe by fire or law enforcement personnel.
- Building administrator notifies staff and students of termination of emergency.

*Fire drills should be held at varied times during the school day.*

*Practice both primary and alternate routes.*

*Extra staffing is necessary for students with special medical or physical needs.*

## HAZARDOUS MATERIALS

### **Incident occurs in school:**

- Notify building administrator/office.
- Call **911**. If the type and/or location of hazardous material is known, report that information to 911.
- Evacuate to an upwind location, taking class roster. Teachers take attendance after evacuation.
- Seal off area of leak/spill. Close doors.
- Fire officer in charge will determine additional shelter-in-place or evacuation actions.
- Shut off heating, cooling, and ventilation systems in contaminated area to reduce the spread of contamination.
- Building administrator notifies superintendent.
- Notify parents/guardians if students are evacuated, according to district policy and/or guidance.
- Resume normal operations when fire officials approve.

### **Incident occurs near school property:**

- Fire or law enforcement will notify school officials.
- Consider closing outside air intake, evacuating students to a safe area, or sheltering students inside the building until emergency passes or relocation is necessary.
- Fire officer in charge of scene will instruct school officials on the need for sheltering or evacuation.
- Follow procedures for sheltering or evacuation.
- If evacuating, teachers take class rosters and take attendance after evacuation.
- If evacuation is not ordered, be aware of and remain alert for any change in health conditions of students and staff, especially respiratory problems. Seek medical attention if necessary.
- Notify parents/guardians if students are evacuated, according to district policy and/or guidance.
- Resume normal operations when fire officials approve.

*Extra staffing is necessary for students with special medical and/or physical needs.*

**SEVERE WEATHER  
TORNADO/SEVERE THUNDERSTORM/FLOODING**

**Tornado/severe thunderstorm WATCH has been issued in an area near school:**

- Monitor NOAA Weather Radio All Hazards (National Weather Service) or emergency alert radio stations.
- Bring all persons inside building(s).
- Close windows.
- Review tornado drill procedures and location of safe areas.

*Tornado safe areas are interior hallways or rooms away from exterior walls and windows and away from large rooms with long-span ceilings.*

- Review “drop and tuck” procedures with students.

**Tornado/severe thunderstorm WARNING has been issued in an area near school, or a tornado has been spotted near school:**

- Move students and staff to safe areas.
- Close classroom doors.
- Teachers take class rosters.
- Ensure that students are in “tuck” positions.
- Teachers take attendance.
- Remain in safe area until warning expires or emergency personnel have issued an all-clear signal.

*Post diagrams in each classroom showing routes to areas. Attach a building diagram showing safe areas.*

**Flooding:**

- Monitor NOAA Weather Radio All Hazards and emergency alert radio stations. Stay in contact with emergency management officials.
- Review evacuation procedures with staff.
- Check relocation centers. Find an alternate relocation center if primary and secondary centers would also be flooded.
- Check transportation resources.
- If district officials and emergency responders advise evacuation, do so immediately.
- Teachers take class rosters.
- Teachers take attendance.
- Notify parents/guardians according to district policy.

*Refer to Severe Weather Awareness Week postings at <https://dps.mn.gov/divisions/hsem/weather-awareness-preparedness/Pages/severe-weather-awareness-week-program.aspx> for further*

*information on severe weather safety.*

## MEDICAL EMERGENCY

### **Life-threatening injury or illness, or death:**

- Notify office staff/building administrator to make emergency calls. If unable to reach office immediately, call **911**. **Work as a team.**
- Give full attention to the victim(s).
- Do not attempt to move a person who is ill or injured unless he/she is in immediate danger of further injury.
- If possible, isolate the affected student/staff member. Disperse onlookers and keep others from congregating in the area.
- Check breathing. Is the airway clear? Is the victim in a position to facilitate breathing?
- Help stop bleeding.
  - Applying pressure on wound or elevating wound may help stop or slow bleeding.
  - Protect yourself from body fluids. Use gloves if available.
- Check for vital signs. Initiate first aid, if you are trained.
- Comfort the victim(s) and offer reassurance that medical attention is on the way.
- After immediate medical needs have been cared for, remain to assist emergency medical services personnel with pertinent information about the incident.

### **Non-life-threatening injury or illness:**

- For all non-life-threatening illnesses and injuries, call the office/nurse.

### **Administrator:**

- In case of traumatic medical emergency or death at school:
  - Notify superintendent.
  - Notify victim's parents, guardians, or family.
  - Activate post-crisis procedures, if necessary.
- In all other medical emergencies, assess individual's need for post-crisis intervention.

## FIGHT/DISTURBANCE

- Ensure the safety of students and staff first.
- Notify building administrator/security/law enforcement. **Work as a team**, especially when separating participants.
- Don't let a crowd incite participants. Disperse onlookers and keep others from congregating in the area.
- When participants are separated, do not allow further visual or verbal contact.
- Document all activities witnessed by staff.
- Deal with event according to school's discipline policy.
- Building administrator notifies parents/guardians of students involved in fight. Superintendent and police may be notified as necessary, or as indicated by school policy.
- Assess counseling needs of participants and witnesses. Implement post-crisis procedures as needed.

*For fights or disturbances that elevate to possible assault level, refer to **Assault** guidance.*

## ASSAULT

- Ensure the safety of students and staff first.
- Notify building administrator. **Work as a team.**
- Notify law enforcement if circumstances lead you to believe that criminal activity is involved, e.g., if a weapon is used, if there has been a sexual assault or there is a physical injury that causes substantial pain.
- Seal off area to preserve evidence and disperse onlookers.
- If victim requires medical attention, follow **Medical Emergency** procedures.
- **Do not leave the victim alone.**
- Notify parents/guardians and superintendent per district policy.
- Document all activities witnessed by staff.
- Assess counseling needs and implement post-crisis procedures as needed.

## INTRUDER

### **Intruder – an unauthorized person who enters school property:**

*Minn. Stat. § 609.605, Subd. 4, gives a school building administrator authority to have persons removed from school property as trespassers if they are not authorized to be there.*

- Politely greet intruder and identify yourself.
  - Consider asking another staff person to accompany you before approaching intruder.
- Inform intruder that all visitors must register at the main office.
  - Ask intruder the purpose of his/her visit. If possible, attempt to identify the individual and/or vehicle.
- If intruder's purpose is not legitimate, ask him/her to leave. Accompany intruder to exit.
- Notify building administrator or law enforcement.

### **If intruder refuses to leave:**

- Notify building administrator and law enforcement if intruder refuses to leave. Give law enforcement full description of intruder.
- Back away from intruder if he/she indicates a potential for violence. Allow an avenue of escape. To the extent possible, maintain visual contact.
  - Be aware of intruder's actions at this time (where he/she is located in school building, whether he/she is carrying a weapon or package, etc.).
  - Maintaining visual contact and knowing the location of the intruder is less disruptive than doing a building-wide search later.

*Should the situation escalate quickly, the building administrator may decide at any time to initiate lockdown procedures.*

**Note:** To assist staff members who interact with a stranger at school, use the "I CAN" rule.

*Intercept*

*Contact*

*Ask*

*Notify*

## WEAPONS

### **Staff or students who are aware of a weapon brought to school:**

- Immediately notify building administrator, teacher or law enforcement.
  - Give the following information:
    - Name of person suspected of bringing the weapon.
    - Location of the weapon.
    - Whether the suspect has threatened anyone.
    - Any other details that may prevent the suspect from hurting someone or himself/herself.
  
- Teachers who suspect that a weapon is in the classroom: STAY CALM.
  - Do not call attention to the weapon.
  - Notify the building administrator, the school resource officer or a neighboring teacher as soon as possible.
  - Teacher should not leave the classroom.

### **Building administrator:**

- Call law enforcement to report that a weapon is suspected in school.
  
- Ask another administrator or a law enforcement officer to participate in questioning the suspected student or staff member.
  - Consider the best time and place to approach the person, taking into account these factors if possible:
    - Need for assistance from law enforcement.
    - Type of weapon.
    - Safety of persons in the area.
    - State of mind of the suspected person.
    - Accessibility of the weapon.
  
- Separate student/staff member from weapon, if possible.
  
- If the suspect threatens you with the weapon, DO NOT try to disarm him/her. Back away with your hands up. STAY CALM.
  
- Follow district procedures if you need to conduct a weapons search.
  
- Document all activities related to a weapons incident according to reporting requirements of the district and Minnesota Statutes.
  
- If the suspect is a student, notify parent(s)/guardian(s) according to district policy.

## SHOOTING

### **If a person displays a firearm or begins shooting:**

- Move to or seek safe shelter. Go to lockdown procedures.
- Notify building administrator/law enforcement.
- Call **911**.

### **If you hear gunshots:**

- If possible, determine where shooting is taking place.
- Seek safe shelter.
  - If outside, stay as low to the ground as possible, and find any kind of cover.
  - If inside, go to lockdown procedures.
- Teachers take attendance and notify the building administrator of missing students or staff as soon as it is safe to do so.

### **Building administrator/school resource officer/security/law enforcement:**

- Building administrator may order lockdown procedures.
- Assess the situation as to:
  - The shooter's location.
  - Injuries.
  - Potential for additional shooting.
- Call **911** and give as much detail as possible about the situation.
- Secure the school, if appropriate.
- Help students and staff find safe shelter.
- Care for the injured *if it is safe to do so* until emergency responders arrive. Do not add to the victim list by exposing yourself to danger.
- Notify superintendent's office.
- Refer media to district spokesperson per media procedures.
- Initiate post-crisis procedures.

*Work with local law enforcement to identify their response methods and capabilities. Provide them with updated building diagrams.*

## HOSTAGE

### **Witness to a hostage situation:**

#### **If the hostage-taker is unaware of your presence, DO NOT INTERVENE!**

- Notify building administrator. Building administrator may wish to initiate lockdown procedures or evacuation.
- Call **911**. Give dispatcher details of situation.
- Seal off area near hostage scene.
- Police will take control of hostage scene; building administrator coordinates with police for safety and welfare of students and staff.
- Document all activities.

#### **If taken hostage:**

- Cooperate with hostage-taker to the fullest extent possible.
- Try not to panic. Calm students if they are present.
- Treat the hostage-taker as normally as possible.
- Be respectful to the hostage-taker.
- Ask permission to speak; do not argue or make suggestions.

## BOMB THREAT

### Critical information:

- Schools are responsible for assessing bomb threats to determine credibility.
- All bomb threats must be taken seriously until they are assessed.
- The decision whether or not to evacuate rests with the **school**, not the responding agencies, unless a device is located.

### Procedures upon receiving a bomb threat:

By phone call

- Complete the *Checklist for Telephone Threats*.

By written note

- Preserve evidence.
- Place note in plastic bag, if available.
- Photograph words written on walls.
- Notify building administrator or designee.
- Notify law enforcement.
- Building administrator orders evacuation or other actions according to threat assessment and school policy.

*Caution: Overreacting may encourage additional threats.*

### Scanning process considerations:

- Scan classrooms and common areas for suspicious items. Scans should be made by people who are familiar with the building. Assign staff to certain areas of the building. Keep in mind that a bomb could be placed *anywhere* on school property – inside or outside.
- Any suspicious devices, packages, etc., should be pointed out to emergency responders. **Do not touch.**
- Once a device is located, emergency responders take responsibility for it.

### Evacuation considerations:

- If a decision is made to evacuate, notify staff via phone system, hardwired PA system or by messenger. **Do not use cell phones, radios or fire alarm system** because of risk of activating a device.
- While notification is being made, other staff should survey the grounds to clear exits and areas where students and staff will be going. Exit routes should be altered accordingly if the location of the device is known.
- When evacuating, leave everything as-is. Leave room doors unlocked. Teachers take class roster.

*Bomb squads generally will **not** search a building unless a suspicious package has been located.*

## CHEMICAL OR BIOLOGICAL THREAT

If a telephone threat references a chemical or biological device or package, complete the *Checklist for Telephone Threats* procedures and refer to safety procedures in *Bomb Threat* and *Hazardous Materials* sections.

**This page addresses receiving, by mail or delivery service, a suspicious letter or package that might be a chemical or biological threat.**

### **When sorting mail or receiving delivered packages:**

- Look for characteristics that make you suspicious of the content.
  - excessive postage, excessive weight
  - misspellings of common words
  - oily stains, discolorations, odor
  - no return address or showing a city or state in the postmark that does not match the return address
  - package not anticipated by someone in the school or not sent by a known school vendor

### **If a letter/package is opened and contains a written threat by no suspicious substance:**

- Notify building administrator and law enforcement.
- Limit access to the area in which the letter/package was opened to minimize the number of people who might directly handle it. It is considered criminal evidence.
- Ask the person who discovered/opened the letter or package to place it into another container, such as a plastic bag.
- Turn the letter/package over to law enforcement. Document all activities.

### **If a letter or package is opened and contains some type of suspicious substance:**

- Notify building administrator and law enforcement.
- Isolate the people who have been exposed to the substance. The goal here is to prevent/minimize spreading contamination.
- Limit access to the area in which the letter/package was opened.
- Ask the person who discovered/opened the letter/package to place it into another container, such as a clear plastic zip-lock bag. Handle with gloves if possible.
- Emergency officials will determine the need for decontamination of the area and the people exposed to the substance.

### **Building administrator:**

- Building administrator and emergency officials determine whether evacuation is necessary.
- Building administrator notifies superintendent. Notification is made to parents/guardians, according to district policies.
- Implement post-crisis procedures as necessary.

*Consider having gloves and zip-lock bags available at mail sorting areas.*

## CHECKLIST FOR TELEPHONE THREATS

**If you receive a telephone threat (bomb/chemical/other):**

- **Remain calm**
- **Do not hang up. Keep the caller on the line as long as possible and listen carefully.**

**Ask the following questions:**

- Where is the bomb/chemical or other hazard?
- When will it explode/be activated?
- What does it look like?
- What kind of bomb/hazard is it?
- What will cause it to explode/activate?
- What is your name?
- Did you place the bomb/hazard? WHY?
- Where are you?

Exact wording of the threat: \_\_\_\_\_

If voice is familiar, who did it sound like? \_\_\_\_\_

|                               |      |        |       |          |     |
|-------------------------------|------|--------|-------|----------|-----|
| <b>Caller ID information:</b> | male | female | adult | juvenile | age |
|-------------------------------|------|--------|-------|----------|-----|

|                     |       |               |          |            |
|---------------------|-------|---------------|----------|------------|
| <b>Call origin:</b> | local | long distance | internal | cell phone |
|---------------------|-------|---------------|----------|------------|

**Caller's voice: Note pattern of speech, type of voice, tone. Check all that apply.**

|         |          |            |                |        |          |
|---------|----------|------------|----------------|--------|----------|
| Calm    | Excited  | Loud       | Soft           | Deep   | Nasal    |
| Raspy   | Distinct | Slurred    | Normal         | Crying | Laughter |
| Slow    | Rapid    | Disguised  | Accent         | Lisp   | Stutter  |
| Drunken | Familiar | Incoherent | Deep breathing |        |          |

**Background sounds: Check all that apply.**

|        |              |               |        |                  |       |
|--------|--------------|---------------|--------|------------------|-------|
| Voices | Airplanes    | Street noises | Trains | Quiet            | Bells |
| Clear  | Static       | Animals       | Party  | Vehicles         |       |
| Horns  | House noises | PA system     | Music  | Factory machines |       |
| Motor  | Phone booth  | Other:        |        |                  |       |

**Threat language: Check all that apply.**

|                        |      |       |            |            |                          |
|------------------------|------|-------|------------|------------|--------------------------|
| Well-spoken (educated) | Foul | Taped | Incoherent | Irrational | Message read from script |
|------------------------|------|-------|------------|------------|--------------------------|

Did caller indicate knowledge of the building? Give specifics: \_\_\_\_\_

Person receiving call: \_\_\_\_\_ Phone number where call received: \_\_\_\_\_

**LEAVE YOUR PHONE OFF THE HOOK. DO NOT HANG UP AFTER CALLER HANGS UP.**

## DEMONSTRATION

### **If demonstrators are near but not on school property:**

- Building administrator notifies staff and superintendent's office.
- Monitor situation. Notify law enforcement if necessary.

### **If demonstrators are on school property:**

- Ensure safety of students and staff, particularly safe entry into and exit from the building.
- Building administrator notifies staff and superintendent's office.
- Building administrator asks demonstrators to leave school property. Warn them that they are violating the state trespass statute. Notify law enforcement if necessary.
  - *If demonstrators leave*, continue to monitor the situation.
  - *If demonstrators do not leave*, notify law enforcement. Building administrator may initiate "lockdown with warning." **(See Lockdown Procedures)**

## SUICIDE

### **Suicide threat:**

- Consider any student reference to suicide as serious.
- Do not leave the student alone.
- Notify the school counselor, social worker, psychologist, or building administrator immediately.
- Stay with the student until suicide intervention staff arrives.
- Do not allow the student to leave school without parent, guardian, or other appropriate adult supervision.

### **Suicide attempt in school:**

- Notify building administrator, school nurse, or other appropriate professional staff.
- Call **911** if the person needs medical attention, has a weapon, needs to be restrained, or parent/guardian cannot be reached.
- Try to calm the suicidal person.
- Stay with the suicidal person until suicide intervention staff arrives.
- Isolate the suicidal person or the area, if possible.
- Initiate first aid.
- Do not allow the student to leave school without parent, guardian, or other appropriate adult supervision.

### **Building administrator:**

- Call parent(s) or guardian(s) if the suicidal person is a student.
- Call family or emergency contact if suicidal person is a staff member.
- Notify superintendent or appropriate district level administrator.
- Work with district public information officer.
- Implement post-crisis procedures.

## LOCKDOWN PROCEDURES

**One means of securing the school is to implement lockdown procedures. These procedures may be called for in the following instances:**

- 1) **Lockdown with warning** – The threat is outside of the school building. The school may have been notified of a potential threat outside of the building.
- 2) **Lockdown with intruder** – The threat/intruder is inside the building.

### **Lockdown with warning procedures:**

- Building administrator will order and announce “lockdown with warning” procedures. Repeat announcement several times. Be direct. Code words lead to confusion.
- Bring people inside.
- Lock exterior doors.
- Clear hallways, restrooms, and other rooms that cannot be secured.
- Pull shades. Keep students away from windows.
- Control all movement, but continue classes. Disable bells. Move on announcement only.
- Building administrator will announce “all clear.”

### **Lockdown with intruder procedures (these actions happen rapidly):**

- Building administrator will order and announce “lockdown with intruder.” Repeat announcement several times. Be direct. Code words lead to confusion.
- Immediately direct all students, staff and visitors into nearest classroom or secured space. Classes that are outside of the building SHOULD NOT enter the building. Move outside classes to primary evacuation site.
- Lock classroom doors.
- DO NOT lock exterior doors.
- Move people away from windows and doors. Turn off lights.
- DO NOT respond to anyone at the door until “all clear” is announced.
- Keep out of sight.
- Building administrator will announce “all clear.”

*Some other threats may override lockdown, i.e., confirmed fire, intruder in classroom, etc. Consider making an action plan for people in large common areas, i.e., cafeteria, gymnasium.*

*Lockdown may be initiated in non-threatening circumstances to keep people away from areas where there may be a medical emergency or disturbance.*

## **SHELTER-IN-PLACE PROCEDURES**

**Sheltering in place provides refuge for students, staff and the public inside the school building during an emergency. Shelters are located in areas of the building that maximize the safety of inhabitants.**

**Sheltering in place is used when evacuation would put people at risk (i.e., tornado, environmental hazard, blocked evacuation route).**

### **Shelter areas may change depending on the emergency:**

- Identify safe areas in each school building.
- Building administrator announces that students and staff must go to shelter areas.
- Bring all persons inside building(s).
- Teachers take class rosters.
- Close all exterior doors and windows, if appropriate.
- Turn off ventilation leading outdoors, if appropriate.
- Teachers account for all students after arriving in shelter area.
- All persons remain in shelter areas until a building administrator or emergency responder declares that it is safe to leave.

### **If all evacuation routes are blocked:**

- Stay in room and close door.
- Keep air as clean as possible.
  - Seal door.
  - Open or close windows as appropriate.
  - Limit movement and talking in room.
- Communicate your situation to administration or emergency officials by whatever means possible.

## EVACUATION/RELOCATION

### Evacuation:

- Building administrator initiates evacuation procedures.
- Evacuation routes may be specified according to the type of emergency. They may need to be changed for safety reasons.
  - Bombs: Building administrator notifies staff of evacuation route dictated by known or suspected location of device.
  - Fire: Follow primary routes unless blocked by smoke or fire. Know the alternate route.
  - Chemical spill: Total avoidance of hazardous materials is necessary as fumes can overcome people in seconds. Plan route accordingly.
- Teachers take class rosters.
- Do not lock classroom doors when leaving.
- When outside the building, account for all students. Immediately inform building administrator of any missing student(s).

### Relocation:

- Building administrator determines whether students and staff should be evacuated to a relocation center.
- Building administrator or school emergency response team designee notifies relocation center.
- If necessary, a school emergency response team designee coordinates transportation to relocation center.
- Teachers stay with class en route to the relocation center and take attendance upon arriving at the center.
- Use student release forms for students who are picked up from a relocation center.
- Notify superintendent's office and district public information office of relocation center address.

### Relocation centers:

List primary and secondary student relocation centers. The primary site is usually located close to the school. The secondary site is usually located farther away. Include maps and written directions to centers for staff reference.

Primary Relocation Center: \_\_\_\_\_

Secondary Relocation Center: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

## MEDIA PROCEDURES

**All staff must refer media contacts to district spokesperson. The school district, in coordination with assisting agencies, assumes responsibility for issuing public statements during an emergency.**

- Superintendent serves as district spokesperson unless he/she designates a spokesperson. If spokesperson is unavailable, an alternate assumes responsibilities.

District spokesperson: \_\_\_\_\_  
Name Contact number(s)

Alternate spokesperson: \_\_\_\_\_  
Name Contact number(s)

*Consider pre-designating site spokespersons.*

- District Public Information (PI) person helps district spokesperson coordinate media communications.

District PI: \_\_\_\_\_  
Name Contact number

Alternate PI: \_\_\_\_\_  
Name Contact number

### Media checklist:

- Building administrator relays all factual information to superintendent and public information person.
- Establish a media information center away from the affected area. Consider:
  - Media need timely and accurate information. However, protect the privacy of staff and students when necessary and justified.
  - Media will want to be close enough to shoot video footage and photographs, but they should not be allowed to hinder responders.
- Before holding a news conference, brief the participants and coordinate information.
  - Determine the message you want to convey. Create key messages for target audiences: parents, students, and the community.
  - Emphasize the safety of students and staff.
  - Engage media to help distribute important public information. Explain how the emergency is being handled.
  - Respect privacy of victims and families of victims. Do not release names to media.
- Update media regularly. DO NOT say "No comment." Ask other agencies to assist with media.
- Maintain log of all telephone inquiries for future use.

## POST-CRISIS INTERVENTION PROCEDURES

- Assess the situation to determine the need for post-crisis interventions for staff, students, and families.
- Provide post-crisis briefings for staff, students, and families as appropriate.
- Re-establish school and classroom routine as quickly as possible.
- Consider interventions:
  - Defusing – Provide defusing sessions for students and staff as quickly as possible after the emergency.  
Defusings are brief conversations with individuals or small groups held soon after an incident to help people better understand and cope with the effects of the incident. **Defusing should be conducted by trained individuals.**
  - Debriefing – Conduct critical-incident stress debriefing (CISD) three to four days after the emergency.  
CISD is a formal group discussion designed to help people understand their reactions to the stress of an event and to give referral information. It must be modified for student's development level. **CISD should only be conducted by trained professionals.**
  - Counseling – Provide grief counseling.
- Provide on-going support as necessary for staff, students and families.
  - Monitor and support staff.
  - Provide ongoing opportunities for children to talk about their fears and concerns. They may have more questions as time passes.
  - Identify and monitor at-risk students.
  - Provide individual crisis or grief counseling, if necessary.
  - Conduct outreach to homes.
  - Provide follow-up referral for assessment and treatment, if necessary.

*The district should identify a 24-hour contact person or agency responsible for post-crisis assessment and interventions.*

*In the event of a tragic, highly publicized event, mental health professionals from federal, state and non-government agencies may respond to offer post-crisis aid. Effective coordination is critical. Consult with the Minnesota Department of Education for support, advice and assistance in coordinating the activities of outside entities.*

## SCHOOL EMERGENCY RESPONSE TEAM

Build the school's emergency response team with people who can perform the functions identified below. Backup personnel should be assigned to each function, and key personnel should be cross-trained in critical requirements of the functions. Staff members who are not responsible for students should fill as many of the functions as possible. **Depending on the emergency, one person may be able to perform multiple assignments.**

*See next page for descriptions of emergency response team functions.*

| Function                                                        | Staff Assigned | Backup Staff |
|-----------------------------------------------------------------|----------------|--------------|
| <b>Incident Commander</b><br>(person in charge)                 |                |              |
| Safety                                                          |                |              |
| Public Information                                              |                |              |
| Liaison                                                         |                |              |
| <b>Operations Chief</b>                                         |                |              |
| Medical                                                         |                |              |
| (attach list of qualified first-aid/CPR responders in building) |                |              |
| Site Security/<br>Facility Check                                |                |              |
| Student Release<br>Coordinator                                  |                |              |
| <b>Logistics Chief</b>                                          |                |              |
| Communications                                                  |                |              |
| Transportation                                                  |                |              |
| <b>Planning Chief</b>                                           |                |              |
| <b>Financial/<br/>Recordkeeping</b>                             |                |              |

*These functions mirror the National Incident Management System (NIMS) used by emergency responders.*

## SCHOOL RESPONSE TEAM FUNCTIONS

The National Incident Management System (NIMS) was adopted by the U.S. Department of Homeland Security and is intended for use by all state and federal agencies when responding to emergencies. The system provides integrated and coordinated management guidelines for all types of disasters and emergencies.

Most functions necessary for emergency response in the community are also necessary for emergencies within the schools. Incident management functions below are described in the context of a school setting.

|                                                 |                                                                                                                                                                                                                                 |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Incident Commander</b><br>(person in charge) | Activates school's emergency response plan; assesses the threat; orders protective measures such as lockdown, evacuation or shelter-in-place; notifies district authorities and provides situation updates; requests resources. |
| Safety                                          | Responsible for safety and security of the site; stops operations if conditions become unsafe.                                                                                                                                  |
| Public Information                              | May be designated site spokesperson; cooperates with the district and other agencies on joint news releases; coordinates media briefings as necessary.                                                                          |
| Liaison                                         | Contact person for outside agencies; may represent school/district at city emergency operations center or at emergency responders' on-scene command post.                                                                       |
| <b>Operations Chief</b>                         | Directs actions, i.e., lockdown, evacuation, site security, release of students to parents/guardians, first aid or medical care, cleanup, control of utilities.                                                                 |
| Medical                                         | Provides for first aid or other medical care; coordinates with emergency medical services personnel as necessary; activates school's first aid/CPR responders.                                                                  |
| Site Security/Facility Check                    | Responsible for seeing that the school building and grounds are visually inspected and secured.                                                                                                                                 |
| Student Release Coordinator                     | Responsible for implementing school's plan for release of students to parents/guardians from relocation site; takes necessary documents to relocation site.                                                                     |
| <b>Logistics Chief</b>                          | Estimates logistical needs; gets personnel, facilities (relocation sites), services, and materials to support operations.                                                                                                       |
| Communications                                  | Responsible for emergency communications systems and equipment; may act as lead or hub for internal communications response.                                                                                                    |
| Transportation                                  | Responsible for arranging transportation for emergency relocations and early dismissal of school; keeps current contact list of transportation providers.                                                                       |
| <b>Planning Chief</b>                           | Assists in assessing emergencies; establishes priorities, identifies issues and prepares an action plan with incident commander.                                                                                                |
| <b>Financial/Recordkeeping</b>                  | Manages financial aspects of an emergency; compiles record of expenditures; tracks injuries and lost or damaged property; coordinates with district for insurance; initiates business recovery efforts.                         |

**EMERGENCY PHONE NUMBERS**

**Fire/Ambulance/Police**

Emergency-911

Dispatch Center:  
(for local police, fire and emergency medical services)

**Public Utilities**

Electricity:    Company \_\_\_\_\_  
                    Contact person \_\_\_\_\_  
                    24-hour emergency number(s) \_\_\_\_\_

Gas:            Company \_\_\_\_\_  
                    Contact person \_\_\_\_\_  
                    24-hour emergency number(s) \_\_\_\_\_

Water:         Company \_\_\_\_\_  
                    Contact person \_\_\_\_\_  
                    24-hour emergency number(s) \_\_\_\_\_

**Emergency Management Agencies**

Local emergency management director:

                    Name \_\_\_\_\_  
                    Telephone \_\_\_\_\_

County emergency management director:

                    Name \_\_\_\_\_  
                    Telephone \_\_\_\_\_

**Referrals**

Hazardous Materials: Report hazardous materials leaks or spills to Minnesota Duty Officer  
24-hour numbers        Statewide (800) 422-0798        Metro area (651) 649-5451

Poison Control Center \_\_\_\_\_

Crime Victim Services \_\_\_\_\_

Post-Crisis Intervention/Mental Health Hotline \_\_\_\_\_

***[Note: These procedures are provided as a sample and a starting place for your schools to begin planning for a situation like a pandemic. A pandemic policy is not legally required.]***

### **HIGHLY CONTAGIOUS SERIOUS ILLNESS OR PANDEMIC FLU**

- The school district may provide information on the proper methods for hand washing, covering coughs, and social distancing. Reminders of these methods may be placed throughout the school district's buildings.
- Children and staff should be asked to wash their hands thoroughly and frequently. All classroom surfaces should be disinfected according to guidance from health officials.
- If a case of highly contagious serious illness is suspected, the sick student, employee, or visitor should be immediately sent home. If that is not possible, the person should be isolated, as much as possible, until arrangements can be made for the person to leave the school.
- If a serious illness is confirmed, the local health agency should be notified and communication efforts initiated. See ***Emergency Phone Numbers*** and ***Media Procedures***.
- In the absence of a school closure order from a state agency, the superintendent, in consultation with the school board, will determine when to close school due to significant risk of spreading the illness. See ***Early School Closure Procedures, Part III.F.***, especially if school is closed before the end of a school day.
- If an extended school closure is ordered, the school district may make online learning or other at home learning options available to the extent feasible.
- Any closed school buildings should be disinfected according to guidance from health officials before reopening.

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

MSBA/MASA Model Policy 410

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

Orig. 1995  
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.
- I 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)

INDEPENDENT SCHOOL DISTRICT NO. 6051  
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 6051 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant \_\_\_\_\_  
Home Address \_\_\_\_\_  
Work Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Where and when did the incident(s) occur? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any witnesses that were present \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Complainant Signature)

\_\_\_\_\_  
(Date)

Received by \_\_\_\_\_

\_\_\_\_\_  
(Date)

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

B. A violation of this policy occurs when any student, teacher, administrator, or other education district personnel harasses a student, teacher, administrator, or other education district personnel or group of students, teachers, administrators, or other education district personnel through conduct or communication based on a

person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, education district personnel include education board members, education 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 education district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other education district personnel or group of students, teachers, administrators, or other education district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The education district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other education district personnel who is found to have violated this policy.

### **III. DEFINITIONS**

- A. "Assault" is:
  - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
  - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
  - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
    - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
    - b. has a record of such an impairment; or
    - c. is regarded as having such an impairment.
  2. "Familial status" means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor's legal guardian; or
    - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
  5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

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

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

G. Sexual Violence; Definition

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

H. Violence; Definition

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

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other education 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 education district personnel or group of students, teachers, administrators, or other education district personnel should report the alleged acts immediately to an appropriate education district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the education district may not rely solely on an anonymous report to

determine discipline or other remedial responses.

- B. The education 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 education 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 an education 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 education 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 education 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 executive director or the education 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 education district 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. Education 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 education 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 education district board hereby designates Cheryl Johnson,

Executive Director as the education 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.<sup>1</sup>

- H. The education 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 education 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 education 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 education 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.

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<sup>1</sup> 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 education district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the education 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 education district officials or by a third party designated by the education 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 education 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 education district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other education 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 education district human rights officer shall make a written report to the executive director upon completion of the investigation. If the complaint involves the executive director, the report may be filed directly with the education district 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. EDUCATION DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the education 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. Education district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable education district policies and regulations.

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

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

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)

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



# Confidential Student Maltreatment Reporting Form

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

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

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

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

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

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

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

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

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

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

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

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

## ALLEGED VICTIM

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

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

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

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

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

Alleged Victim has a legal guardian:  Yes  No

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

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

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

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

Minnesota Department of Education  
Student Maltreatment Program  
1500 Highway 36 West, Roseville, MN 55113-4266  
Reporting Line: 651-582-8546  
Fax: 651-797-1601

Email: [mde.student-maltreatment@state.mn.us](mailto:mde.student-maltreatment@state.mn.us)

**ALLEGED OFFENDER**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Male  Female

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

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

Race/Ethnicity: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Licensed:  Yes  No

If licensed, name of licensing board(s): \_\_\_\_\_ License/Folder # \_\_\_\_\_

**INCIDENT**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Setting (i.e. Bus, Classroom): \_\_\_\_\_

Location and Address (if different than enrolled school): \_\_\_\_\_

Witness \_\_\_\_\_ Phone: \_\_\_\_\_

Witness \_\_\_\_\_ Phone: \_\_\_\_\_

Police Notified:  Yes  No Police Department: \_\_\_\_\_

Police Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Case #: \_\_\_\_\_

**Alleged Maltreatment:** Physical Abuse  Sexual Abuse  Neglect  Unknown

Injury:  Yes  No

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

**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 education district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any education personnel fails to immediately report instances of child neglect or physical or sexual abuse when the education personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

**III. DEFINITIONS**

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement) 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 education personnel who knows or has reason to

believe a child is being maltreated or has been maltreated within the preceding three years.

- E. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- F. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child’s physical or mental health when reasonably able to do so;
  2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child’s own basic needs or safety, or the basic needs or safety of another child in his or her care;
  4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
  6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
  7. chronic and severe use of alcohol or a controlled substance by a 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 that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional

response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under 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.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, education administrator, other education district employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by 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 that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or education district employee as allowed by Minn. Stat. § 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age

one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under 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.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "Education district personnel" means professional employee or professional's delegate of the education district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative..

#### IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a education district facility, the education district shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees.

Knowingly or recklessly making a false report also may result in discipline.

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

## V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or education district official. The investigating agency, not the education district, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. Education district 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 education district property, written notification of intent to interview the child on education district property must be received by education district 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 education district property.
- C. Except where the alleged offender is believed to be a education district official or employee, the time and place, and manner of the interview on education district premises shall be within the discretion of education district 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 education district 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 education district 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 education district employees when an interview is conducted on education district premises.
- D. Where the alleged offender is believed to be an education district official or employee, the education 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 education district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of an education district facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The education 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 education district property, written notification of the agency's intent to interview on education district property must be received by education district 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 education district as described above in Paragraph A., shall be destroyed by the education district 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 education district personnel handbooks.
- B. The education district will develop a method of discussing this policy with education district personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
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)

## **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 education district personnel to report suspected maltreatment of vulnerable adults.

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

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

### **III. DEFINITIONS**

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

excluded by Minn. Stat. § 626.5572, Subd. 17.

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

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

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

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

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

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

## V. INVESTIGATION

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

## VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in education district personnel handbooks where appropriate.
- B. The education 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)



# GOODHUE COUNTY EDUCATION DISTRICT #6051

395 Guernsey Lane, Red Wing, MN 55066 • Phone 651.388.4441 • Fax 651.388.9557

Member Districts: Cannon Falls #252 • Goodhue #253 • Kenyon-Wanamingo #2172 • Lake City #813 • Red Wing #256 • Zumbrota-Mazeppa #2805

## 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

## **506 STUDENT DISCIPLINE**

*[Note: Education 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 education district's expectations for student conduct. Such compliance will enhance the education district's ability to maintain discipline and ensure that there is no interference with the educational process. The education 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 education district board recognizes that individual responsibility and mutual respect are essential components of the educational process. The education district 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. Education districts 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 education 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 education district board, with the participation of education 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 education district.

### III. AREAS OF RESPONSIBILITY

- A. The Education district Board. The education district board holds all education district personnel responsible for the maintenance of order within the education district and supports all personnel acting within the framework of this discipline policy.
- B. Executive director. The executive director shall establish guidelines and directives to carry out this policy, hold all education district personnel, students, and parents responsible for conforming to this policy, and support all education district personnel performing their duties within the framework of this policy. The executive director 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 education district board for approval and shall be attached as an addendum to this policy.
- C. Principal. The education district principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final education district board approval. The principal shall give direction and support to all education district 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 Education district Personnel. All education district personnel shall be responsible for contributing to the atmosphere of mutual respect within the education district. Their responsibilities relating to student behavior shall be as authorized and directed by the executive director. A education district employee, education district bus driver, or other agent of a education 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 education district 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 education district rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other education district functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local education district authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the education district staff in maintaining a safe school for all students;
- F. To be aware of all education district 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 education district staff as appropriate;
- J. To respect and maintain the education district'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 education

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 education 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 education district buildings, education district grounds, and education district property or property immediately adjacent to education district grounds; education district-sponsored activities or trips; education district bus stops; education district buses, education district vehicles, education district contracted vehicles, or any other vehicles approved for education district purposes; the area of entrance or departure from education district premises or events; and all education district-related functions, education district-sponsored activities, events, or trips. Education district property also may mean a student's walking route to or from school for purposes of attending school or education district-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the education 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 education 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 education district 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 education district's Hazing Prohibition Policy;
  - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving education district grounds without permission;

6. Violation of the education 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 education 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 education district's Weapons Policy;
14. Violation of the education 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 education district;

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 education 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 education district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on education district 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 education district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the education 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 education 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

education 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 education district personnel;
36. Violation of the education 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 education 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 education district 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 education district's Distribution of Nonschool-Sponsored Materials on Education district Premises by Students and Employees Policy;
44. Violation of the education district's one-to-one device rules and regulations;
45. Violation of education district rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the education district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, education district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the education district, or which otherwise interferes with or obstruct the mission or operations of the education district or the safety or welfare of students or employees.

## **VII. DISCIPLINARY ACTION OPTIONS**

The general policy of the education 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 education district. At a minimum, violation of education district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The education 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 education 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 education district personnel, and verbal warning;
- B. Confiscation by education district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any education district policy, rule, regulation, procedure, or state or federal law. If confiscated by the education 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 education 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 education 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 education district employees, the student or other students, or the property of the education district;
3. Willful violation of any education district 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 education 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 education 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 education 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 Education district Premises.***

1. *Establishment of a chemical abuse preassessment team pursuant to Minn. Stat. § 121A.26;*
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 education 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 education 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 education district 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 education district personnel to perform their duties, or education district sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including education district employees, or property of the education district.

C. Suspension Procedures

1. “Suspension” means an action by the education district administration, under rules promulgated by the Education district 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 executive director 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 education 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. Education district 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 education district-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The education district 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 education district is in the process of initiating an expulsion, in which case the education district 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 (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The education district 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 education district 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 education district 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 education district administration notifies a student of the grounds for suspension, education district 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 education district 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 education district 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 education district 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 education

district board.

2. “Exclusion” means an action taken by the education district 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 education district 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 education 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 education 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 education 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 education 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 education 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 education district board may appoint an attorney to represent the education 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 education 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 education 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 education 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 education 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 education district board and served upon the parties within two (2) days after the close of the hearing.
17. The education district 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 education district 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 education district 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 education district board may appeal the decision to the Commissioner within twenty-one (21)

calendar days of education district board action pursuant to Minn. Stat. § 121A.49. The decision of the education district board shall be implemented during the appeal to the Commissioner.

19. The education 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 education 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 education district 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 education district.

#### **X. ADMISSION OR READMISSION PLAN**

A education district 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 education district official may provide additional notification as deemed appropriate.

In addition, the education district must report, through the MDE electronic reporting system, each physical assault of a education 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 education 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 education 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 education 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 education 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 education district shall continue to provide special education and related services during the period of expulsion or exclusion.

### **XIV. OPEN ENROLLED STUDENTS**

The education 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 education 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 education 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 education district 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 executive director for consideration by the education district 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)

## **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 education 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 education district personnel. However, to the extent such conduct affects the educational environment of the education district and the rights and welfare of its students and is within the control of the education district in its normal operations, the education 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 education 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 education 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 education 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 education district property and/or with or without the use of education district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the education 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 education district's policies and procedures, including the education district's discipline policy (See MSBA/MASA Model Policy 506). The education 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 education 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 education 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 education district property and events.

- G. The education district will act to investigate all complaints of bullying reported to the education district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the education 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 education 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 education district property, at school functions or activities, or on school transportation” means all education 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 education 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. Education 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 education 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 education district official designated by this policy. A person may report bullying anonymously. However, the education district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The education 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 education 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 an education district human rights officer or the executive director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the education 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 education 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, education administrator, volunteer, contractor, or other education district 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. Education 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 education 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 education district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. EDUCATION DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the education district shall undertake or authorize an investigation by the building report taker or a third party designated by the education district.
- B. The building report taker or other appropriate education 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 education 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. Education 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 education district policies; and applicable regulations.

- E. The education 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 education district. Education district 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 education 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 education district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the education 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 education district shall discuss this policy with education district personnel and volunteers and provide appropriate training to education district personnel

regarding this policy. The education district shall establish a training cycle for education district personnel to occur during a period not to exceed every three school years. Newly employed education district personnel must receive the training within the first year of their employment with the education district. The education district or a education district 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 education district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all education district 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 education district annually will provide education and information to students regarding bullying, including information regarding this education 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 education 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 education 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 education 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 education 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 education 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 education district and the office of each school.

- C. This policy must be given to each education district employee and independent contractor who regularly interacts with students at the time of initial employment with the education 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 education district's or an education district's website.
- F. The education 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 education district board shall, on a cycle consistent with other education 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. 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 (Title IX Sex Nondiscrimination 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 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: 6/23/21

MSBA/MASA Model Policy 522

Orig. 1995

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

Rev. 2020

## **522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS**

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

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

### **I. GENERAL STATEMENT OF POLICY**

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

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

Nicole Bolduan, Assistant Director/Principal  
River Bluff Education Center  
395 Guernsey Lane  
Red Wing, MN 55066  
651-388-4441  
nbolduan@gced.k12.,m.us

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

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

## II. DEFINITIONS

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

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

individual's participation in unwelcome sexual conduct);

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

the Appellate Decision-maker.

4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be an education district employee, or a third party designated by the education district.
5. The executive director of the education district may delegate functions assigned to a specific education district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the executive director at any time. The education district may also, in its discretion, appoint suitably qualified persons who are not education district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

### **III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS**

#### **A. Equitable Treatment**

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

#### **B. Objective and Unbiased Evaluation of Complaints**

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

credibility determinations based solely on a person's status as a complainant, respondent, or witness.

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

- D. Confidentiality

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

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

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

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

- F. Notice

The education district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice

will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

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

H. Evidence

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

I. Burden of Proof

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

J. Timelines

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

by the Education District.

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

K. Potential Remedies and Disciplinary Sanctions

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

**IV. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual

harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

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

#### **V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

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

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

## **VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT**

### **A. Emergency Removal of a Student**

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

Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

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

B. Employee Administrative Leave

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

**VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

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

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

## VIII. DISMISSAL OF A FORMAL COMPLAINT

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

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

## IX. INVESTIGATION OF A FORMAL COMPLAINT

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

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

## **X. DETERMINATION REGARDING RESPONSIBILITY**

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

- A. After the education district has sent the investigative report to both parties and before the education district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions

from each party.

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

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

## **XI. APPEALS**

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

## **XII. RETALIATION PROHIBITED**

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

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

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

### **XIII. TRAINING**

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

materials available for public inspection upon request.

#### **XIV. DISSEMINATION OF POLICY**

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

#### **XV. RECORDKEEPING**

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

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

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

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

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

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

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital  
Status Nondiscrimination)



# GOODHUE COUNTY EDUCATION DISTRICT #6051

395 Guernsey Lane, Red Wing, MN 55066 • Phone 651.388.4441 • Fax 651.388.9557

**Member Districts:** Cannon Falls #252 • Goodhue #253 • Kenyon-Wanamingo #2172 • Lake City #813 • Red Wing #256 • Zumbrota-Mazeppa #2805

## INTERNET USE AGREEMENT - STUDENT

### STUDENT

I have read and do understand the education district policies relating to safety and acceptable use of the education district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): \_\_\_\_\_

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the education district policies relating to safety and acceptable use of the education district computer system and the Internet. I understand that this access is designed for educational purposes. The education district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the education district to restrict access to all controversial materials and I will not hold the education district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

### SUPERVISING TEACHER

(Must be signed if applicant is a student)

I have read the education district policies relating to safety and acceptable use of the education district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the education district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print): \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_



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## INTERNET USE AGREEMENT - EMPLOYEE

### EDUCATION DISTRICT EMPLOYEE

I have read and do understand the education district policies relating to safety and acceptable use of the education district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): \_\_\_\_\_

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **616 EDUCATION DISTRICT SYSTEM ACCOUNTABILITY**

*[Note: Minnesota Statutes section 120B.11 requires education 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 Minnesota Statutes section 120B.11.]*

### **I. PURPOSE**

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

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

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the education district. The education district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The education district also established 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 education 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 education district.
- B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that education 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. Education District Goals

1. The education district board has established education district-wide goals that provide broad direction for the education district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the education district board. The education district board shall adopt annual goals based on the recommendations of the education district's Advisory Committee.
2. The Advisory Committee is established by the education district board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The education district-wide improvement goals should address recommendations identified through the Advisory Committee process. The education district's goal setting process will include consideration of individual site goals. Education 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 education 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 Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

*[Insert Local Cycle in this space]*

##### C. Implementation of Graduation Requirements

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

2. The education district board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the education district board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The 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 education district 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 education district board will utilize models developed by the Commissioner for measuring individual student progress. The education district board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By September 1 of each year, the Advisory Committee will meet to advise and assist the education district in the implementation of the education district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the education 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 education district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the education district board;
  - c. Making recommendations regarding the evaluation process that will be used to measure education district progress toward its goals; and,
  - d. Advising the education district 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 education district board on education 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 education 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 education district 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 education 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. Education district 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 education district 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 education district 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 education district board.

F. Reporting

1. Consistent with Minnesota Statutes section 120B.36, Subd. 1, the education district board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the education district website. The education district 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 education 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 education district board must transmit an electronic summary of its report to the Commissioner in

the form and manner the Commissioner determines. The education 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 education 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 an education 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 and Graduation Requirements for Minnesota’s Students)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)  
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)  
Minn. Stat. § 120B.36 (School Accountability)  
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)  
Minn. Stat. § 123B.147 (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 3501.0820 (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)

## 806 CRISIS MANAGEMENT POLICY

*[Note: The Commissioner of Education is required to maintain and make available to education district boards and charter schools a Model Crisis Management Policy. See Minn. Stat. § 121A.035. Education district boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their education 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 education district and building administrators, education district employees, students, education district board members, and community members to address a wide range of potential crisis situations in the education district. For purposes of this Policy, the term, “education districts,” shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each education district building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each education district should develop tailored building-specific crisis management plans for each education district building in the education district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

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

### II. GENERAL INFORMATION

#### A. The Policy and Plans

The education 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 education district’s administration and/or the administration of each building

shall present tailored building-specific crisis management plans to the education district board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the education district 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 education 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 education district 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 education district 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 education district-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. Education district Emergency Response Teams

- a. Composition. The building administrator in each education district building will select a education district emergency response team that will be trained to respond to emergency situations. All education district 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, education district 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 education district 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 education district emergency. A copy of the list will be kept on file in the education district office, or in a secondary location in single building education 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 education district 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 education district 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 education district personnel who have direct contact with students. All staff shall be aware of the education district's Crisis Management Policy and their own building's crisis management plan. Each education district'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 education district's Crisis Management Policy and relevant tailored crisis management plans for each education district building. Each education district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and education district-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 education district buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual education district 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 education districts 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 education district will have prearranged sites for emergency sheltering and transportation as needed.
8. The education 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 education 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 education district 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 education district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

*[Note: For single building education 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, education 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 education district office, or at a secondary location for single building education districts, and updated annually.

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

Education 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 education 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 education district buildings. The education 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 education district'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 executive director 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 education district community (designated broadcast media, local authorities, e-mail, or district or education district building web sites), and will discuss the factors to be considered in closing and reopening a education district 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 executive director has the authority and discretion to notify parents or guardians and the education district community in the event of a crisis or early education district closure. The executive director will designate a spokesperson who will notify the media in the event of a crisis or early education district 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 executive director 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 education district 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. Education district 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: Education district 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 education district shall implement procedures mandating visitor sign in and visitors in education district buildings. See MSBA/MASA Model Policy 903 (Visitors to Education district Buildings and Sites).

The education district shall implement procedures to minimize outside entry into education district 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 Education district Property

The education district shall establish procedures allowing student victims of criminal offenses on education district property the opportunity to transfer to another school within the education district.

***[Note: The 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 education districts to establish such transfer procedures.]***

D. Radiological Emergencies at Nuclear Generating Plants

Education 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. (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>


- D. Annual Q-Comp Report
- E. Long-Term Facilities Maintenance Annual 10 Year Resolution

|                                                                                   |                                                                                   |                                                               |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|
|  | <b>Division of School Finance</b><br>400 NE Stinson Blvd<br>Minneapolis, MN 55413 | <b>Long-Term Facility Maintenance Ten-Year Expenditure Ap</b> |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|

**Instructions:** Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Sta

| District Info.         | Enter Information                 | District Info. | Enter Information                                        |
|------------------------|-----------------------------------|----------------|----------------------------------------------------------|
| District Name:         | Goodhue County Education District | Date:          | 6/13/2022                                                |
| District Number:       | 6051                              | Email:         | <a href="mailto:kjohnson@rwps.org">kjohnson@rwps.org</a> |
| District Contact Name: | Kevin Johnson & Alan Gaylor       | Email:         | <a href="mailto:avgaylor@rwps.org">avgaylor@rwps.org</a> |
| Contact Phone #        | 651.385.4507 (Kevin)              |                | 651.385.4516 (Alan)                                      |

| Expenditure Categories                                                                                                                                                          |                                                                                  | Fiscal Year      |                 |                 |                  |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------|-----------------|-----------------|------------------|-----------------|
|                                                                                                                                                                                 |                                                                                  | 2022 (base year) | 2023            | 2024            | 2025             | 2026            |
| <b>Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.</b> |                                                                                  |                  |                 |                 |                  |                 |
| <b>Finance Code</b>                                                                                                                                                             | <b>Category (1)</b>                                                              |                  |                 |                 |                  |                 |
| 347                                                                                                                                                                             | Physical Hazards                                                                 | \$6,555          | \$6,752         | \$6,954         | \$7,163          | \$7,163         |
| 349                                                                                                                                                                             | Other Hazardous Materials                                                        | \$1,756          | \$1,000         | \$1,040         | \$1,082          | \$1,125         |
| 352                                                                                                                                                                             | Environmental Health and Safety Management                                       | \$4,448          | \$4,581         | \$4,719         | \$4,860          | \$4,860         |
| 358                                                                                                                                                                             | Asbestos Removal and Encapsulation                                               | \$0              | \$0             | \$0             | \$0              | \$0             |
| 363                                                                                                                                                                             | Fire Safety                                                                      | \$7,749          | \$4,000         | \$4,160         | \$4,326          | \$4,499         |
| 366                                                                                                                                                                             | Indoor Air Quality                                                               | \$1,171          | \$1,000         | \$1,040         | \$1,082          | \$1,125         |
| <b>Total Health and Safety Capital Projects</b>                                                                                                                                 |                                                                                  | <b>\$21,679</b>  | <b>\$17,333</b> | <b>\$17,913</b> | <b>\$18,513</b>  | <b>\$18,772</b> |
| <b>Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year</b>                                                                                             |                                                                                  |                  |                 |                 |                  |                 |
| <b>Finance Code</b>                                                                                                                                                             | <b>Category (2)</b>                                                              |                  |                 |                 |                  |                 |
| 358                                                                                                                                                                             | Asbestos Removal and Encapsulation                                               | \$0              | \$0             | \$0             | \$0              | \$0             |
| 363                                                                                                                                                                             | Fire Safety                                                                      | \$0              | \$0             | \$0             | \$0              | \$0             |
| 366                                                                                                                                                                             | Indoor Air Quality                                                               | \$0              | \$0             | \$0             | \$0              | \$0             |
| <b>Total Health and Safety Capital Projects \$100,000 or More</b>                                                                                                               |                                                                                  | <b>\$0</b>       | <b>\$0</b>      | <b>\$0</b>      | <b>\$0</b>       | <b>\$0</b>      |
| <b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>                                                                                       |                                                                                  |                  |                 |                 |                  |                 |
| <b>Finance Code</b>                                                                                                                                                             | <b>Category (3)</b>                                                              |                  |                 |                 |                  |                 |
| 355                                                                                                                                                                             | Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. | \$0              | \$0             | \$0             | \$0              | \$0             |
| <b>Total Remodeling for Approved Voluntary Pre-K Projects</b>                                                                                                                   |                                                                                  | <b>\$0</b>       | <b>\$0</b>      | <b>\$0</b>      | <b>\$0</b>       | <b>\$0</b>      |
| <b>Accessibility</b>                                                                                                                                                            |                                                                                  |                  |                 |                 |                  |                 |
| <b>Finance Code</b>                                                                                                                                                             | <b>Category (4)</b>                                                              |                  |                 |                 |                  |                 |
| 367                                                                                                                                                                             | Accessibility                                                                    | \$1,000          | \$1,200         | \$1,400         | \$1,456          | \$1,514         |
| <b>Total Accessibility Projects</b>                                                                                                                                             |                                                                                  | <b>\$1,000</b>   | <b>\$1,200</b>  | <b>\$1,400</b>  | <b>\$1,456</b>   | <b>\$1,514</b>  |
| <b>Deferred Capital Expenditures and Maintenance Projects</b>                                                                                                                   |                                                                                  |                  |                 |                 |                  |                 |
| <b>Finance Code</b>                                                                                                                                                             | <b>Category (5)</b>                                                              |                  |                 |                 |                  |                 |
| 368                                                                                                                                                                             | Building Envelope                                                                | \$500            | \$500           | \$500           | \$183,000        | \$0             |
| 369                                                                                                                                                                             | Building Hardware and Equipment                                                  | \$7,959          | \$7,500         | \$7,725         | \$7,957          | \$8,195         |
| 370                                                                                                                                                                             | Electrical                                                                       | \$4,000          | \$5,500         | \$5,720         | \$5,949          | \$6,187         |
| 379                                                                                                                                                                             | Interior Surfaces                                                                | \$15,914         | \$12,000        | \$12,600        | \$13,230         | \$13,892        |
| 380                                                                                                                                                                             | Mechanical Systems                                                               | \$9,364          | \$9,645         | \$9,935         | \$10,233         | \$10,437        |
| 381                                                                                                                                                                             | Plumbing                                                                         | \$5,305          | \$5,464         | \$5,628         | \$15,000         | \$5,966         |
| 382                                                                                                                                                                             | Professional Services and Salary                                                 | \$2,341          | \$2,000         | \$2,060         | \$2,122          | \$2,185         |
| 383                                                                                                                                                                             | Roof Systems                                                                     | \$0              | \$0             | \$0             | \$500            | \$750           |
| 384                                                                                                                                                                             | Site Projects                                                                    | \$22,000         | \$22,440        | \$22,889        | \$23,347         | \$23,814        |
| <b>Total Deferred Capital Expense and Maintenance</b>                                                                                                                           |                                                                                  | <b>\$67,383</b>  | <b>\$65,049</b> | <b>\$67,057</b> | <b>\$261,337</b> | <b>\$71,425</b> |
| <b>Total Annual 10-Year Plan Expenditures</b>                                                                                                                                   |                                                                                  | <b>\$90,062</b>  | <b>\$83,582</b> | <b>\$86,370</b> | <b>\$281,306</b> | <b>\$91,712</b> |

|                                                                                                         |                                                                                  | Division of School Finance<br>400 NE Stinson Blvd<br>Minneapolis, MN 55413 |                 | Application (LTFM) - Fund 01 and Fund 06 Projects Only |                  |                  |                  | ED - 02478-08 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------|--------------------------------------------------------|------------------|------------------|------------------|---------------|
| <b>Instructions:</b> Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota standards (UFARS) finance code and by fiscal year in the cells provided. |                                                                                  |                                                                            |                 |                                                        |                  |                  |                  |               |
| District Info.                                                                                                                                                                           |                                                                                  | Enter Information                                                          |                 |                                                        |                  |                  |                  |               |
| District Name:                                                                                                                                                                           | Goodhue County Education District                                                |                                                                            |                 |                                                        |                  |                  |                  |               |
| District Number:                                                                                                                                                                         | 6051                                                                             |                                                                            |                 |                                                        |                  |                  |                  |               |
| District Contact Name:                                                                                                                                                                   | Kevin Johnson & Alan Gaylor                                                      |                                                                            |                 |                                                        |                  |                  |                  |               |
| Contact Phone #                                                                                                                                                                          | 651.385.4507 (Kevin)                                                             |                                                                            |                 |                                                        |                  |                  |                  |               |
| Expenditure Categories                                                                                                                                                                   |                                                                                  | r (FY) Ending June 30                                                      |                 |                                                        |                  |                  |                  |               |
|                                                                                                                                                                                          |                                                                                  | 2027                                                                       | 2028            | 2029                                                   | 2030             | 2031             | 2032             |               |
| <b>Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.</b>          |                                                                                  |                                                                            |                 |                                                        |                  |                  |                  |               |
| Finance Code                                                                                                                                                                             | Category (1)                                                                     |                                                                            |                 |                                                        |                  |                  |                  |               |
| 347                                                                                                                                                                                      | Physical Hazards                                                                 | \$7,163                                                                    | \$7,450         | \$7,599                                                | \$7,751          | \$7,906          | \$8,064          |               |
| 349                                                                                                                                                                                      | Other Hazardous Materials                                                        | \$1,170                                                                    | \$1,217         | \$1,265                                                | \$1,316          | \$1,369          | \$1,423          |               |
| 352                                                                                                                                                                                      | Environmental Health and Safety Management                                       | \$4,860                                                                    | \$5,055         | \$5,156                                                | \$5,259          | \$5,364          | \$5,472          |               |
| 358                                                                                                                                                                                      | Asbestos Removal and Encapsulation                                               | \$0                                                                        | \$0             | \$0                                                    | \$0              | \$0              | \$0              |               |
| 363                                                                                                                                                                                      | Fire Safety                                                                      | \$4,679                                                                    | \$4,867         | \$5,061                                                | \$5,264          | \$5,474          | \$5,693          |               |
| 366                                                                                                                                                                                      | Indoor Air Quality                                                               | \$1,170                                                                    | \$1,217         | \$1,265                                                | \$1,316          | \$1,369          | \$1,423          |               |
| <b>Total Health and Safety Capital Projects</b>                                                                                                                                          |                                                                                  | <b>\$19,042</b>                                                            | <b>\$19,805</b> | <b>\$20,347</b>                                        | <b>\$20,906</b>  | <b>\$21,482</b>  | <b>\$22,076</b>  |               |
| <b>Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year</b>                                                                                                      |                                                                                  |                                                                            |                 |                                                        |                  |                  |                  |               |
| Finance Code                                                                                                                                                                             | Category (2)                                                                     |                                                                            |                 |                                                        |                  |                  |                  |               |
| 358                                                                                                                                                                                      | Asbestos Removal and Encapsulation                                               | \$0                                                                        | \$0             | \$0                                                    | \$0              | \$0              | \$0              |               |
| 363                                                                                                                                                                                      | Fire Safety                                                                      | \$0                                                                        | \$0             | \$0                                                    | \$0              | \$0              | \$0              |               |
| 366                                                                                                                                                                                      | Indoor Air Quality                                                               | \$0                                                                        | \$0             | \$0                                                    | \$0              | \$0              | \$0              |               |
| <b>Total Health and Safety Capital Projects \$100,000 or More</b>                                                                                                                        |                                                                                  | <b>\$0</b>                                                                 | <b>\$0</b>      | <b>\$0</b>                                             | <b>\$0</b>       | <b>\$0</b>       | <b>2230</b>      |               |
| <b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>                                                                                                |                                                                                  |                                                                            |                 |                                                        |                  |                  |                  |               |
| Finance Code                                                                                                                                                                             | Category (3)                                                                     |                                                                            |                 |                                                        |                  |                  |                  |               |
| 355                                                                                                                                                                                      | Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. | \$0                                                                        | \$0             | \$0                                                    | \$0              | \$0              | \$0              |               |
| <b>Total Remodeling for Approved Voluntary Pre-K Projects</b>                                                                                                                            |                                                                                  | <b>\$0</b>                                                                 | <b>\$0</b>      | <b>\$0</b>                                             | <b>\$0</b>       | <b>\$0</b>       | <b>\$0</b>       |               |
| <b>Accessibility</b>                                                                                                                                                                     |                                                                                  |                                                                            |                 |                                                        |                  |                  |                  |               |
| Finance Code                                                                                                                                                                             | Category (4)                                                                     |                                                                            |                 |                                                        |                  |                  |                  |               |
| 367                                                                                                                                                                                      | Accessibility                                                                    | \$1,575                                                                    | \$1,638         | \$1,638                                                | \$1,703          | \$1,703          | \$1,703          |               |
| <b>Total Accessibility Projects</b>                                                                                                                                                      |                                                                                  | <b>\$1,575</b>                                                             | <b>\$1,638</b>  | <b>\$1,638</b>                                         | <b>\$1,703</b>   | <b>\$1,703</b>   | <b>\$1,703</b>   |               |
| <b>Deferred Capital Expenditures and Maintenance Projects</b>                                                                                                                            |                                                                                  |                                                                            |                 |                                                        |                  |                  |                  |               |
| Finance Code                                                                                                                                                                             | Category (5)                                                                     |                                                                            |                 |                                                        |                  |                  |                  |               |
| 368                                                                                                                                                                                      | Building Envelope                                                                | \$0                                                                        | \$0             | \$600                                                  | \$600            | \$600            | \$600            |               |
| 369                                                                                                                                                                                      | Building Hardware and Equipment                                                  | \$8,441                                                                    | \$8,695         | \$8,955                                                | \$9,224          | \$9,501          | \$9,786          |               |
| 370                                                                                                                                                                                      | Electrical                                                                       | \$6,434                                                                    | \$6,692         | \$6,959                                                | \$7,238          | \$7,527          | \$7,828          |               |
| 379                                                                                                                                                                                      | Interior Surfaces                                                                | \$14,586                                                                   | \$15,315        | \$14,878                                               | \$15,622         | \$15,175         | \$15,934         |               |
| 380                                                                                                                                                                                      | Mechanical Systems                                                               | \$10,646                                                                   | \$10,646        | \$10,859                                               | \$10,859         | \$11,076         | \$11,076         |               |
| 381                                                                                                                                                                                      | Plumbing                                                                         | \$6,145                                                                    | \$6,268         | \$6,393                                                | \$6,521          | \$6,651          | \$6,784          |               |
| 382                                                                                                                                                                                      | Professional Services and Salary                                                 | \$2,251                                                                    | \$2,319         | \$2,388                                                | \$2,460          | \$2,534          | \$2,610          |               |
| 383                                                                                                                                                                                      | Roof Systems                                                                     | \$1,000                                                                    | \$1,000         | \$1,020                                                | \$1,040          | \$1,061          | \$1,082          |               |
| 384                                                                                                                                                                                      | Site Projects                                                                    | \$24,290                                                                   | \$24,776        | \$25,271                                               | \$25,777         | \$26,292         | \$26,818         |               |
| <b>Total Deferred Capital Expense and Maintenance</b>                                                                                                                                    |                                                                                  | <b>\$73,793</b>                                                            | <b>\$75,709</b> | <b>\$77,324</b>                                        | <b>\$79,340</b>  | <b>\$80,417</b>  | <b>\$82,518</b>  |               |
| <b>Total Annual 10-Year Plan Expenditures</b>                                                                                                                                            |                                                                                  | <b>\$94,410</b>                                                            | <b>\$97,152</b> | <b>\$99,309</b>                                        | <b>\$101,949</b> | <b>\$103,602</b> | <b>\$106,297</b> |               |

## Long-Term Facilities Maintenance Expenditure Categories used in the Excel Spreadsheet Template

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**Category 1: Health and Safety Expenditures by Uniform Financial and Accounting Reporting Standards (UFARS) Finance Codes 347, 349, 352, 358, 363 and 366 (this section excludes project costs of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366).**

projects for Fiscal Year (FY) 2023 and FY 2024. The later years can be a rough estimate. Fiscal 2022 is an estimate of what the **final** UFARS expenditures will be. Once the FY 2022 audited financial data is complete and final UFARS data has been submitted, enter the actual FY 2022 Health and Safety (H&S) expenditures on the Health and Safety Data Submission System Category 1 excludes projects costing \$100,000 or more for asbestos removal or encapsulation fire safety, and indoor air quality as they are entered under Category 2 as listed below. Also enter FY 2022, FY 2023 and FY 2024 totals per finance code in the Health and Safety Data Submission on the Minnesota Department of Education (MDE) website (MDE homepage > Districts, Schools and Educators > Business and Finance > Data Submissions, then select the Health and Safety category) so hold harmless revenue calculates properly on the levy.

**Category 2: Health and Safety Expenditures by UFARS Finance Code for Asbestos Removal and Encapsulation, Fire Safety and Indoor Air Quality projects costing \$100,000 or more per Project, per Site, per Year.**

A district enters totals by finance code for individual projects that cost \$100,000 or more per site, per year for asbestos removal and encapsulation, fire safety, or indoor air quality as they generate additional revenue. Also, enter FY 2022, FY 2023 and FY 2024 H&S projects costing \$100,000 or more **on a separate line** in the Health and Safety Data Submission System on the MDE website (the project description should include the site name and whether it is financed by “pay-as-you-go” or bonded dollars).

**Category 3: Remodeling for Approved Voluntary Prekindergarten (VPK) Program**

If the district has an approved VPK program include planned expenditures for remodeling projects.

**Category 4: Americans with Disabilities Act (ADA) Accessibility Projects**

Enter approved project costs to increase accessibility to school facilities. The project shall conform to both the district’s ADA/Section 504 disabled access transition plan and the current ADA Accessibility Guidelines for Buildings and Facilities, as well as applicable state and local building and fire codes.

**Category 5: Deferred Maintenance Projects by UFARS Finance Code.**

Facility deferred maintenance projects are broken into nine finance codes. Each code represents a component grouping of a building designed to ease assignment of a project into the proper code. The code breakdown is also meaningful for comparison of costs among school districts and to the Minnesota legislature to assess school facility costs and the ongoing need for facility funding.

## Additional Documentation

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### **Category 2 Asbestos Removal and Encapsulation, Fire Safety and Indoor Air Projects \$100,000 or over per Project, per Site, per Year**

For districts with asbestos removal and encapsulation, fire safety and indoor air quality projects costing \$100,000 or more per project, per site, per year for FY 2023 or FY 2024 the ten-year plan includes a narrative describing the scope and cost of the project in greater detail. Individual project approval is required as these projects generate additional revenue.

- a. For **asbestos removal and encapsulation projects**, give a description of the type and amount of asbestos and the scope of the project including an engineer or contractor estimate of the cost -**narrative from contractor/professional engineer - on company letterhead and signed by a company contractor/engineer.**
- b. For **fire safety projects**, include a project description and an estimate of the cost **from the professional engineer.** If a building permit has been pulled for other school construction projects, the building inspector has jurisdiction over the review of the fire suppression rework, but the State Fire Marshal should be contacted for final review and approval; otherwise, the fire suppression rework requires an order from the state fire marshal, schools division. If replacing a fire alarm system which is inoperable, **submit State Fire Marshal orders to substantiate.** Voice activated systems cannot be installed in existing systems unless their are Fire Marshal orders authorizing replacement due to in operable system.
- c. For **indoor air quality projects**, describe which American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Indoor Air Quality (IAQ) standards are not being met and indicate how the project will result in meeting ASHRAE standards and include an estimate of cost from the project engineer. Also, include a floor plan to reflect classrooms affected and a report listing cubic feet per minute (CFM) ratings (current and projected ratings at completion of project) - **narrative from professional engineer on company letterhead and signed by professional engineer.**

### **Category 3 Approved Voluntary Prekindergarten (VPK) Program - Remodeling Costs**

For districts with an approved voluntary prekindergarten program under section 124D.151, a narrative describing the project to remodel existing instructional space to accommodate kindergarten instruction. In the narrative, describe the square footage and use of the existing instructional space, changes to be made to the facility, and the final square footage and features of the prekindergarten instructional space, for example, bathroom space, play area, and small group instruction space. This narrative may be the same narrative submitted to MDE as part of the application to obtain approval for the voluntary prekindergarten program under section 124D.151.

### **Category 5 Deferred Maintenance Projects costing \$2,000,000 per Project, per Site, per Year**

For districts with deferred maintenance projects for FY 2023 or FY 2024 costing \$2,000,000 or more per project, per site, per year, a narrative describing each project in greater detail is required. In the narrative, discuss the deferred capital and maintenance criteria that make the project eligible for Long-Term facilities maintenance revenue and the work necessary to prevent further erosion of facilities. Describe the scope of work in sufficient detail to indicate the change in condition of the facility and provide an indication of the improvement to useful life. Indicate the level of deferred maintenance work needed for the facility before and after the project will be completed. Include an architect or consultant cost estimate detailing categories of work and associated cost including an estimate of fees - **narrative from professional engineer/architect.**

## Updating the Health and Safety Database

The Minnesota Department of Education (MDE) will continue to use the existing Health and Safety (H&S) database (located on the MDE website under MDE > Districts, Schools and Educators > Business and Finance > Data Submissions, select Health and Safety) to drive levy processing for fall levies. Districts enter summary data by finance code, consistent with the summary data for Fiscal Year (FY) 2022, FY 2023 and FY 2024 included on the district's ten-year plan expenditure spreadsheet. Detailed information by project will still be required for asbestos removal and encapsulation, fire safety and indoor air quality projects costing \$100,000 or more per project, per site, per year since those generate additional revenue over and above the Long-Term Facilities Maintenance (LTFM) formula allowance. Do not enter information for deferred maintenance or accessibility finance codes. The Health and Safety amounts provide an accurate calculation of the hold harmless revenue estimate on the levy and aid entitlement reports, and either add to revenue or show complete information for persons who seek levy information.

When comfortable with data and assumptions, a district should **enter the total health and safety cost from the expenditure spreadsheet in the hold harmless section of the revenue spreadsheet and the Health and Safety Data Submission System**. Hold harmless revenue depends on the year's H&S costs plus deferred maintenance revenue for districts that did not qualify for alternative facilities revenue. Hold harmless for an alternative facilities school district is health and safety plus an amount to fund the other ten-year plan projects. For FY 2022 and later, MDE is asking school districts to enter **totals by finance code** from the expenditure spreadsheet in the **Health and Safety Data Submission System** (instructions on how to enter H&S data on the data submissions website may be found on the LTFM webpage under MDE > Districts, Schools and Educators > Business and Finance > School Finance > Facilities and Technology > Long-Term Facilities Maintenance, then select "Health and Safety Website Instructions" (these instructions may also be found on the Health and Safety Data Submission System). MDE uses the submission system to load the prior law calculation H&S amount into the Levy Limitation and Certification system and LTFM Aid Entitlement system. Without this step, the levy shows zero in the health and safety line under the old law revenue and the calculation is inaccurate. An alternative facilities school district should not include the amount in both the Health and Safety Data Submission System and in the revenue amount entered for deferred maintenance ten-year plan projects levy as the H&S levy will be doubled. In the Health and Safety Data Submission System, enter the H&S finance totals, six in all (if all are included in the ten-year planned projects) from the expenditure spreadsheet plus separately enter each individual project (asbestos removal and encapsulation, fire safety or indoor air quality) costing \$100,000 or

**Note:** School Districts should continue to update H&S expenditures in the Health and Safety Data Submission system on a regular basis to accurately cost estimate decreases or increases for applicable fiscal years.

Make sure to update the system for final, audited UFARS H&S financial data (reference the 21-22 UFARS Turnaround Report titled **Expenditure by Finance Code Report** on the Minnesota Funding Reports (MFR) webpage located at Data Center > Data Reports and Analytics, locate the School Finance Reports section, select Minnesota Funding Reports (MFR). Enter your school name, view all reports, select UFARS Turnaround Reports category, select 21-22 school year, under Report select "All" and then List Reports.

## Long-Term Facilities Maintenance

| Scenario           | Project Description                                                                                                                                                      |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A - Fund 01</b> | Project(s) between \$100,000 to \$1,999,999 per site for finance codes 358, 363 and 366 funded on a pay as you go basis with excess funds remaining.                     |
| <b>B - Fund 06</b> | Project(s) \$2 million or more per site for Finance Codes 358, 363 and 366, funded with pay as you go (no debt issued) project is completed with excess funds remaining. |
| <b>C - Fund 06</b> | Project(s) between \$100,000 to \$1,999,999 per site for Finance Codes 358, 363 and 366, funded with debt, with excess funds remaining.                                  |

|                           |                                                                                                                                              |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>D - Fund 06</b></p> | <p>Project(s) \$2,000,000 or more per site for Finance Codes 358, 363 and 366, funded with debt with excess funds remaining.</p>             |
| <p><b>E - Fund 01</b></p> | <p>Funding in Fund 01 has accumulated over time providing for a project <b>over</b> \$2 million per site.</p>                                |
| <p><b>F - Fund 06</b></p> | <p>Project(s) \$2 million or more per site funded with pay as you go (no debt issued), project is completed with excess funds remaining.</p> |

|                                                                             |                                                                                                                                |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <p><b>G - Fund 06</b></p>                                                   | <p>Project(s) <b>under</b> \$2 million per site funded with debt issued, project is completed with excess funds remaining.</p> |
| <p><b>H - Fund 06</b></p>                                                   | <p>Project(s) \$2 million or more per site funded with debt, project is completed with excess funds remaining.</p>             |
| <p><a href="#">Long-Term Facilities Maintenance Guide for Transfers</a></p> |                                                                                                                                |
| <p>end of worksheet</p>                                                     |                                                                                                                                |

## ce (LTFM) Fund Transfers as of 12/29/16

| Conclusion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Minnesota Statutes | Funds       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|
| No fund transfer required. MDE will adjust revenues based on the lesser of actual expenditures or approved costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 123B.595 (reserve) |             |
| Funds must be transferred from Fund 01 to Fund 06 <b>in the amount of the payments for the project.</b> At the completion of the project any amount that was transferred in excess of expenditures must be returned to Fund 01. MDE will adjust revenues in the general fund based on the lesser of final expenditures or approved costs.                                                                                                                                                                                                                                                                                                                                                     | 123B.595 (reserve) | 1 to 6 to 1 |
| At the conclusion of the project, if the district does not have further approved LTFM projects in Finance Codes 358, 363, and 366 that can be funded under the language of the bond issue, the district should transfer the excess funds from Fund 06 to Fund 07. Districts with additional approved LTFM projects in Finance Codes 358, 363 or 366 that can be funded under the language of the bond issue should retain the excess in the LTFM Restricted/Reserved Balance Sheet Account 467, Fund 06 and incorporate the excess funds into the calculation of the next LTFM bond issue for Finance Codes 358, 363 and 366. LTFM revenue is computed based on actual debt service payments. | 475.61 (transfer)  | 6 to 7      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                              |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------|
| <p>At the conclusion of the project, if the district does not have further approved LTFM projects in finance codes 358, 363, and 366 that can be funded under the language of the bond issue, the district should transfer the excess funds from Fund 06 to Fund 07. Districts with additional approved LTFM projects in finance codes 358, 363 or 366 that can be funded under the language of the bond issue should retain the excess in the LTFM Restricted/Reserved 467 Fund 06 and incorporate the excess funds into the calculation of the next LTFM bond issue for finance codes 358, 363 and 366. LTFM revenue is computed based on actual debt service payments.</p> | <p>475.61 (transfer)</p>                                     | <p>6 to 7</p>      |
| <p>Funds must be transferred from Fund 01 to Fund 06 <b>in the amount of the payments for the projects</b>. At the completion of the project any amount that was transferred in excess of final expenditures must be returned to Fund 01.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>123B.595 (reserve)</p>                                    | <p>1 to 6 to 1</p> |
| <p>Funds must be transferred from Fund 01 to Fund 06 <b>in the amount of the payments for the projects</b>. At the completion of the project any amount that was transferred in excess of final expenditures must be returned to Fund 01.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>123B.595 or MN Laws 2015, 1st SS, Ch 3, Art 7, Sec 19</p> | <p>1 to 6 to 1</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------------|
| <p>At the conclusion of the project, if the district does not have further approved LTFM projects that can be funded under the language of the bond issue, the district should transfer the excess funds from Fund 06 to Fund 07. Districts with additional approved LTFM projects that can be funded under the language of the bond issue should retain the excess in the LTFM Restricted/Reserved Balance Sheet Account 467, Fund 06 and incorporate the excess funds into the calculation of the next LTFM bond issue. LTFM revenue is computed based on actual debt service payments.</p> | <p>123B.595 (reserve) or<br/>475.61 (transfer),<br/>475.65</p> | <p>6 to 7</p> |
| <p>At the conclusion of the project, if the district does not have further approved LTFM projects that can be funded under the language of the bond issue, the district should transfer the excess funds from Fund 06 to Fund 07. Districts with additional approved LTFM projects that can be funded under the language of the bond issue should retain the excess in the LTFM Restricted/Reserved Balance Sheet Account 467, Fund 06 and incorporate the excess funds into the calculation of the next LTFM bond issue. LTFM revenue is computed based on actual debt service payments.</p> | <p>123B.595 (reserve) or<br/>475.61 (transfer),<br/>475.65</p> | <p>6 to 7</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |               |

**RESTRICTED GRID CODES**

| <b>Program Code(s)</b> | <b>Finance Codes</b> | <b>Object Code</b> | <b>Source Code</b> |
|------------------------|----------------------|--------------------|--------------------|
|                        |                      |                    |                    |
| 865 and 867            | 358, 363 and 366     | 910                | 649                |
| 866                    | 358, 363 & 366       | 910                | 649                |

|                            |                                            |     |     |
|----------------------------|--------------------------------------------|-----|-----|
| 867                        | 358, 363 and 366                           | 910 | 649 |
| Fund 01-865<br>Fund 06-867 | All Finance Codes, except 358, 363 and 366 | 910 | 649 |
| 867                        | All Finance Codes, except 358, 363 and 366 | 910 | 649 |

|     |                                            |     |     |
|-----|--------------------------------------------|-----|-----|
| 865 | All Finance Codes, except 358, 363 and 366 | 910 | 649 |
| 867 | All Finance Codes, except 358, 363 and 366 | 910 | 649 |
|     |                                            |     |     |
|     |                                            |     |     |

**Journal Entry**

**No Entry Required**

**Entry 1:**

Debit Expense    01-005-865-3XX-910-000  
Credit Revenue    06-005-867-000-649-000

**Correcting Entry to Return Funds:**

Debit Revenue    06-005-867-000-649-000  
Credit Expense    01-005-865-3XX-910-000

Debit Expense    06-005-866-3XX-910-000  
Credit Revenue    07-005-000-000-649-000

Debit Expense 06-005-867-3XX-910-000  
Credit Revenue 07-005-000-000-649-000

**Entry 1:**

Debit Expense 01-005-865-3XX-910-000  
Credit Revenue 06-005-867-000-649-000

**Correcting Entry to Return Funds:**

Debit Revenue 06-005-867-000-649-000  
Credit Expense 01-005-865-3XX-910-000

**Entry 1:**

Debit Expense 01-005-865-3XX-910-000  
Credit Revenue 06-005-867-000-649-000

**Correcting Entry to Return Funds:**

Debit Revenue 06-005-867-000-649-000  
Credit Expense 01-005-865-3XX-910-000

Debit Expense 06-005-865-3XX-910-000  
Credit Revenue 07-005-000-000-649-000

Debit Expense 06-005-865-3XX-910-000  
Credit Revenue 07-005-000-000-649-000



## Long-Term Facilities Maintenance Revenue Allocation (ED-02479-08) Instructions for Completion

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### General Information:

Minnesota Statutes 2021, section 123B.595, subd. 3 (Long-Term Facilities Maintenance Revenue) states:

subd. 3. Intermediate districts and other cooperative units.

Upon approval through the adoption of a resolution by each member district school board of an intermediate district or other cooperative units under Minnesota Statutes 2021, section 123A.24, subd. 2, and the approval of the commissioner of education, a school district may include in its authority under this section a proportionate share of the Long-Term Facilities Maintenance (LTFM) costs of the intermediate district or cooperative unit. The cooperative unit may issue bonds to finance the project costs or levy for the costs, using LTFM revenue transferred from member districts to make debt service payments or pay project costs.

Authority under this subd. is in addition to the authority for individual district projects under subd. 1.

The LTFM revenue in cell H12 (Number 3 - Total revenue amounts to allocate) should match the sum of expenditures on Line 48 of the LTFM Application – Ten Year Expenditure spreadsheet on the MDE website. ***If LTFM bonding is planned, a preliminary bond schedule should also be attached.*** Detail revenue totals at the bottom of the spreadsheet should also agree with lines numbered (1 - cell H10) and (2 - cell H11). Please provide method of allocation (ex. ANTC, pupil units, etc) agreed to by member districts in the notes section at the bottom of the spreadsheet. Note that for districts planning to issue bonds, the responsibilities of member districts regarding long-term obligations should be specified in the cooperative agreement when joining or leaving the cooperative/intermediate district.

***A copy of the completed report should be mailed to the address below along with the member school district board resolutions and proposed bond schedule if applicable.*** The electronic "actual" Excel copy of the LTFM ten-year expenditure spreadsheet should also be emailed to the web address shown below. If a revised report is prepared, clearly mark the report as revised, update the completion date, and email the revised spreadsheet.

Minnesota Department of Education  
Division of School Finance  
400 NE Stinson Blvd.  
Minneapolis, MN 55413  
mde.facilities@state.mn.us

If you have any questions after reading these instructions, please call the Minnesota Department of Education, Division of School Finance at 651-582-8566 or email [mde.facilities@state.mn.us](mailto:mde.facilities@state.mn.us). Copies of the "Long-Term Facilities Maintenance Cooperative Allocation Worksheet" are available on the LTFM webpage under MDE > Districts, Schools and Educators > Business and Finance > School Finance > Facilities and Technology > Long-Term Facilities Maintenance.

EXTRACT OF MINUTES OF MEETING  
SCHOOL BOARD OF SCHOOL DISTRICT ISD 6051  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of Goodhue County Education District No. 6051, State of Minnesota, was held on June 22, 2022 at 7:00 PM., for the purpose, in part, of approving the Education District's Long-Term Facility Maintenance budget.

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

**RESOLUTION APPROVING GOODHUE COUNTY EDUCATION DISTRICT NO. 6051  
LONG-TERM FACILITY MAINTENANCE TEN YEAR PLAN**

BE IT RESOLVED by the School Board of Goodhue County Education District No. 6051, State of Minnesota, as follows:

The School Board of Goodhue County Education District No. 6051 has approved the Long-Term Facility Maintenance Ten Year Plan for the Goodhue County Education District No. 6051 facilities for 2020-2030. The various components of this plan are attached.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF Goodhue

I, the undersigned, being the duly qualified and acting Officer of Business Affairs of Goodhue County Education District No.6051, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Goodhue County Education District No. 6051, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Goodhue County Education District No.6051's Long-Term Facility Maintenance Ten Year Plan.

WITNESS MY HAND officially as such Officer of Business Affairs this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Officer of Business Affairs

- VII. **Other:**
- VIII. **Comments: Board/Director**
- IX. **Next Meeting Date: Thursday, July 28, 2022 at 7:00 PM at the River Bluff Education Center in Red Wing.**
- X. **Adjournment**