

GOODHUE COUNTY EDUCATION DISTRICT BOARD AGENDA

Thursday, July 28, 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 June 22, 2022 Minutes

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GOODHUE COUNTY EDUCATION DISTRICT BOARD
MINUTES
Wednesday, June 22, 2022 at 7:00 PM
River Bluff Education Center
395 Guernsey Ln
Red Wing, MN 55066

MEMBERS PRESENT: K. Anderson, J. Wendt, D. Balow, J. Thomforde (Alt)

MEMBERS ABSENT: H. Tauer, K. Lochner

OTHERS PRESENT: B. Cashman, C. Johnson, J. Paradis, C. Luhman

- I. **Call to Order/Adoption of Agenda:** D. Balow called the meeting to order. J. Wendt motioned to adopt the agenda. K. Anderson seconded, motion carried.
- II. **Consent Agenda:** K. Anderson motioned to approve the consent agenda. J. Wendt seconded, motion carried.
 - A. Approval of May 26, 2022 Minutes
 - B. Approval of Claims: Dawn Balow (please come in early to review)
 - 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:** J. Paradis reported on the 2021-22 budget as of 5/31/2022. 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. We are not looking at a cash flow shortage for 21-22. There are a couple of 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. The May bank reconciliation is included in your packet for your information.
 - B. **Donation:** J. Paradis mentioned we received a donation of a small Bantam stander from a family that no longer needed it for our physical therapists to use. The equipment was inspected and determined safe for use. J. Wendt motioned to approve the donation resolution. K. Anderson seconded. Motion carried by roll call vote. K. Anderson-yes; J. Wendt-yes; D. Balow-yes; J. Thomforde-yes.
 - C. **EL Programming Report:** B. Cashman reported on EL Programming. Served approximately 180 students for 2021-2022 school year. There are seven full-time teachers, 2 full-time cultural liaisons. Still seeing an increase for more students in the future. We are serving mostly Spanish speakers but we have a smattering of Chinese. GCED will be hosting a Language Academy in August where students can attend to ramp up for the school year. GCED and the member districts are a Title III Consortium so we are able to receive Title III funds from the state. Services are also provided to Tower View and the Department of Corrections.
 - D. **Part C ARP Award:** C. Johnson commented that GCED received the Part C ARP Award. Min MartinOakes (EC Coordinator) and Jackie Paradis wrote the grant. B-3 services fall under Part C. This award is from the America Rescue Plan and we received just over \$11,000 to purchase Conscious Discipline curriculum which is used nationwide and internationally. With this award we will be able to teach this curriculum to families across Goodhue County.
 - E. **GCED Reading Center for Prevention and Early Intervention:** C. Johnson commented that GCED is putting resources in place for a reading center. This will be a linked on the GCED website where families with reading concerns can reach out to an instructional coach for support. Weston Johnson and the district's Instructional Coaches will monitor and support families with concerns. We hope to have this live

beginning in August.

- F. Upcoming Professional Development:** C. Johnson mentioned our upcoming August trainings. during the 8th-12th we will be holding our annual Summer Symposium. GCED will host WIN Aug. 22 and 23 for all new GCED staff. GCED and member district SPED staff will attend TLC Day on Aug. 25th. On Thursday, August 26th, we will be holding our traditional GCED Day. This is for all special education staff. Your general education staff is invited to join that day. Dr. Ross Greene will be presenting. Board members are also welcome to attend. GCED Day will be held at Red Wing High School.
 - G. Mental Health Grant through GCCFS:** C. Johnson commented that Goodhue County Collaborative Family Services received a large amount of COVID-19 funding and are opening up grants for districts. B. Cashman completed the application for GCED and included all member districts.
 - H. County-wide and Member District Staffing Update:** C. Johnson mentioned that in our member districts we are short six special education teachers. For GCED we are short one school psychologist, one sign language interpreter and one English Language Learner teacher. We have filled the social worker positions.
 - I. FY21 Compliance MOE Verification Notice:** C. Johnson mentioned that we have received the letter from MDE for FY21 Compliance MOE. C. Johnson reminded the board that what we expend in special education for the current year we need to expend that same amount in the next year. There could be some exceptions but that's very limited. Special education staff generate funding for your district. Being an education district we need to maintain this as a group, not just an individual district.
- V. Old Business:**
- A. Youth Coding League:** C. Johnson mentioned we will need to figure out the stipend for the youth coding coaching position as GCED doesn't hire coaches. CF youth coding coach position would receive \$1,321 and RW \$1,530. LC will stay with what the grant offers.
- VI. New Business:**
- A. 2022-2023 Fernbrook Contract:** C. Johnson commented that this contract is for the mental health therapists that work at RBEC. D. Balow motioned to approve the 2022-2023 Fernbrook Contract. J. Thomforde seconded, motion carried.
 - B. GCHHS Agreement with GCED; GCED Agreement with GCHHS:** C. Johnson commented that this contract with Goodhue County Health & Human Services keeps students in Goodhue County for care and treatment without needing to send them out of county. Also provides funding for the early childhood social worker position that goes countywide. J. Wendt motioned to approve the GCHHS Agreement with GCED and the GCED Agreement with GCHHS. K. Anderson seconded, motion carried.
 - C. First Reading of Annually Reviewed Policies:** C. Johnson mentioned this is the first reading of the annually reviewed policies.
 - D. Annual Q-Comp Report:** C. Johnson gave the annual Q-Comp Report. This year Q-Comp was not based on MCA scores, it was based on teacher observations where teachers had to observe other teachers, also needed to be a contributing member of their PLC team. All teachers except for one received their stipend. D. Balow motioned to approve the Annual Q-Comp Report. J. Wendt seconded, motion carried.
 - E. Long-Term Facilities Maintenance Annual 10 Year Resolution:** J. Paradis mentioned that in 2025 the LTFM increases from \$83,000 to \$238,000 due to other maintenance that is due at that time. This resolution must be presented to each member district's board for approval. D. Balow motioned to approve the Long-Term Facilities Maintenance Annual 10 Year Resolution. J. Wendt seconded, motion carried by roll call vote. K. Anderson-yes; J. Wendt-yes; D. Balow-yes; J. Thomforde-yes.
- 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:** J. Wendt motioned to adjourn. J. Thomforde 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		36901		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	Yes	No	06/15/2022	8,296.59
MERC		36902		Wire	1	04062	MIN TEACHERS RETIREMENT ASSOC		No	Yes	No	06/15/2022	46,380.85
MERC		36903		Wire	1	2284	E. B. C., LLC /ACS		No	Yes	No	06/15/2022	17,298.15
MERC		36904		Wire	1	2392	US Dept of Treasury		No	Yes	No	06/15/2022	81,614.03
MERC		36905		Wire	1	2396	MN Dept of Revenue		No	Yes	No	06/15/2022	14,089.05
MERC		36906		Wire	1	2501	Merchants Bank		No	Yes	No	06/15/2022	1,724.08
MERC		36928		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	Yes	No	06/16/2022	527.96
MERC		36929		Wire	1	3329	CHASE CARD SERVICES		No	Yes	No	06/16/2022	20,972.13
MERC		36930		Wire	1	3505	CAPITAL ONE		No	Yes	No	06/16/2022	441.16
MERC		36931		Direct Pymt	1	1115	RODGERS, MATT		Yes	Yes	No	06/16/2022	81.32
MERC		36932		Direct Pymt	1	1361	NOBLE, SHARON		Yes	Yes	No	06/16/2022	84.24
MERC		36933		Direct Pymt	1	1497	BODENHAMER, SUSAN		Yes	Yes	No	06/16/2022	145.84
MERC		36934		Direct Pymt	1	1536	KRAFT, ANNETTE		Yes	Yes	No	06/16/2022	14.04
MERC		36935		Direct Pymt	1	1554	DON JOHNSTON	S Corporation	Yes	Yes	No	06/16/2022	1,944.00
MERC		36936		Direct Pymt	1	2440	LIBERTY'S RESTAURANT		Yes	Yes	No	06/16/2022	167.11
MERC		36937		Direct Pymt	1	2554	CPI	C Corporation	Yes	Yes	No	06/16/2022	400.00
MERC	01	36938		Direct Pymt	1	2719	LUHMAN, CINDY		Yes	Yes	No	06/16/2022	107.06
MERC		36939		Direct Pymt	1	2864	ZORN, ALICIA		Yes	Yes	No	06/16/2022	21.06
MERC		36940		Direct Pymt	1	2986	YUSTY-ROJAS, JEIMMY		Yes	Yes	No	06/16/2022	488.83
MERC		36941		Direct Pymt	1	3002	MOLDE-BOEDING, JAYNE		Yes	Yes	No	06/16/2022	362.12
MERC		36942		Direct Pymt	1	3233	O'DONNELL, CASEY		Yes	Yes	No	06/16/2022	356.85
MERC		36943		Direct Pymt	1	3236	WIGGIN, JODI		Yes	Yes	No	06/16/2022	714.87
MERC		36944		Direct Pymt	1	3249	BUCHAL, AMY		Yes	Yes	No	06/16/2022	149.76
MERC		36945		Direct Pymt	1	3266	ZYSKOWSKI, KARLY		Yes	Yes	No	06/16/2022	513.66
MERC		36946		Direct Pymt	1	3277	BOOTH, LYNN		Yes	Yes	No	06/16/2022	209.43
MERC		36947		Direct Pymt	1	3323	HOLT, MAKENNA		Yes	Yes	No	06/16/2022	329.86
MERC		36948		Direct Pymt	1	3362	MCNALLIE, LAURIE		Yes	Yes	No	06/16/2022	799.46
MERC		36949		Direct Pymt	1	3414	COULSON, TESS		Yes	Yes	No	06/16/2022	217.62
MERC		36950		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	Yes	No	06/16/2022	20.91
MERC		36951		Direct Pymt	1	3466	JACOBSON, DIANE		Yes	Yes	No	06/16/2022	354.51
MERC		36952		Direct Pymt	1	3468	YUSTEN, NIKKI		Yes	Yes	No	06/16/2022	109.98
MERC		36953		Direct Pymt	1	3504	SENECHALLE, MEGAN		Yes	Yes	No	06/16/2022	36.04
MERC		36954		Direct Pymt	1	3528	GADIENT, KATHERINE		Yes	Yes	No	06/16/2022	98.28
MERC		36955		Direct Pymt	1	3529	PUTT, PAUL		Yes	Yes	No	06/16/2022	324.10
MERC		36956		Direct Pymt	1	3583	ZOOM VIDEO COMMUNICATIONS, INC	C Corporation	Yes	Yes	No	06/16/2022	7,500.00
MERC		36992		Wire	1	02880	XCELENERGY		No	Yes	No	06/29/2022	1,779.10
MERC		36993		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	Yes	No	06/29/2022	411.74
MERC		36994		Wire	1	3232	ENTERPRISE FM TRUST		No	Yes	No	06/29/2022	2,289.85
MERC		36995		Direct Pymt	1	09129	RED WING IND SCHOOL DIST 256		Yes	Yes	No	06/29/2022	41,518.68

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		36996		Direct Pymt	1	1483	LAKE CITY PUBLIC SCHOOLS		Yes	Yes	No	06/29/2022	225.00
MERC		36997		Direct Pymt	1	2197	JOHNSON, CHERYL		Yes	Yes	No	06/29/2022	972.18
MERC		36998		Direct Pymt	1	2799	TLOUGAN JESSICA		Yes	Yes	No	06/29/2022	929.33
MERC		36999		Direct Pymt	1	2864	ZORN, ALICIA		Yes	Yes	No	06/29/2022	21.06
MERC		37000		Direct Pymt	1	2990	BARTELMA, ABBY		Yes	Yes	No	06/29/2022	151.96
MERC		37001		Direct Pymt	1	3010	BALOW, DAWN		Yes	Yes	No	06/29/2022	147.42
MERC		37002		Direct Pymt	1	3159	TESTEN, MARY		Yes	Yes	No	06/29/2022	83.66
MERC		37003		Direct Pymt	1	3223	ZEISSLER, HEATHER		Yes	Yes	No	06/29/2022	485.04
MERC		37004		Direct Pymt	1	3287	KREMER, MICHELE		Yes	Yes	No	06/29/2022	23.40
MERC		37005		Direct Pymt	1	3302	LOCHNER, KATIE		Yes	Yes	No	06/29/2022	23.40
MERC		37006		Direct Pymt	1	3392	JURGENSEN, KRIS		Yes	Yes	No	06/29/2022	9.36
MERC		37007		Direct Pymt	1	3399	ANDERSON, KEVIN		Yes	Yes	No	06/29/2022	231.66
MERC		37008		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	Yes	No	06/29/2022	349.88
MERC		37009		Direct Pymt	1	3563	IMAGINE LEARNING, LLC		Yes	Yes	No	06/29/2022	23,550.00
MERC		37010		Direct Pymt	1	3565	AMPION PBC		Yes	Yes	No	06/29/2022	3,081.70
MERC		37013		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	06/30/2022	6,237.74
MERC		37014		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	06/30/2022	57,407.74
MERC		37015		Wire	1	2392	US Dept of Treasury		No	Yes	No	06/30/2022	98,607.83
MERC		37016		Wire	1	2396	MN Dept of Revenue		No	No	No	06/30/2022	17,459.98
MERC		37017		Wire	1	2501	Merchants Bank		No	Yes	No	06/30/2022	9,003.63
MERC		37018		Direct Pymt	1	09129	RED WING IND SCHOOL DIST 256		Yes	No	No	07/14/2022	9,391.69
MERC		37019		Direct Pymt	1	2284	E. B. C., LLC /ACS		Yes	No	No	07/14/2022	123.35
MERC		37020		Direct Pymt	1	2766	CASHMAN BRIAN		Yes	No	No	07/14/2022	136.89
MERC		37021		Direct Pymt	1	2865	INTELLICENTS		Yes	No	No	07/14/2022	1,250.00
MERC		37022		Direct Pymt	1	3002	MOLDE-BOEDING, JAYNE		Yes	No	No	07/14/2022	66.69
MERC		37023		Direct Pymt	1	3249	BUCHAL, AMY		Yes	No	No	07/14/2022	136.89
MERC		37024		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	No	No	07/14/2022	1,779.51
MERC		37025		Direct Pymt	1	3480	UMB BANK, N.A.		Yes	No	No	07/14/2022	154,168.75
MERC		37026		Direct Pymt	1	3504	SENECHALLE, MEGAN		Yes	No	No	07/14/2022	26.85
MERC		37042		Wire	1	03977	SOUTHEAST SERVICE COOPERATIVE		No	No	No	07/14/2022	76,006.10
MERC		37043		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	07/14/2022	6,413.25
MERC		37044		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	07/14/2022	52,932.49
MERC		37045		Wire	1	1280	DELTA DENTAL PLAN OF MN		No	No	No	07/14/2022	6,368.95
MERC		37046		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	07/14/2022	32,400.82
MERC		37047		Wire	1	2392	US Dept of Treasury		No	No	No	07/14/2022	85,910.81
MERC		37048		Wire	1	2396	MN Dept of Revenue		No	No	No	07/14/2022	15,470.38
MERC		37049		Wire	1	2501	Merchants Bank		No	No	No	07/14/2022	1,598.95
MERC		32323	16395	Check	1	3128	HELWIG, MAGGIE		Yes	Yes	Yes	06/28/2022	(11.06)
MERC		35588	19187	Check	1	1115	RODGERS, MATT		Yes	Yes	Yes	06/28/2022	(25.20)

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		36899	20238	Check	1	1984	E. B. C., LLC/Flex		Yes	Yes	No	06/15/2022	1,164.59
MERC		36898	20239	Check	1	09118	EDUCATION MN - GCED		Yes	No	No	06/15/2022	2,998.99
MERC		36900	20240	Check	1	3235	Goodhue Co Ed Dist Paraprofessional Unic		Yes	Yes	No	06/15/2022	160.56
MERC		36921	20241	Check	1	3052	ACT, INC		Yes	Yes	No	06/16/2022	1,180.00
MERC		36925	20242	Check	1	3421	ALBIN ACQUISITION CORP		Yes	Yes	No	06/16/2022	10.50
MERC		36924	20243	Check	1	3318	AVANT ASSESSMENT, LLC		Yes	Yes	No	06/16/2022	119.40
MERC		36915	20244	Check	1	2495	CALEDONIA AREA PUBLIC SCHOOLS		Yes	Yes	No	06/16/2022	9,003.46
MERC		36926	20245	Check	1	3522	CUSTOM ALARM		Yes	Yes	No	06/16/2022	300.00
MERC		36923	20246	Check	1	3297	DEL CARMEN POSADA JARAMILLO, MA	Ind/Sole Proprietor	Yes	Yes	No	06/16/2022	459.23
MERC		36913	20247	Check	1	2284	E. B. C., LLC /ACS		Yes	Yes	No	06/16/2022	123.35
MERC		36909	20248	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	Yes	No	06/16/2022	951.62
MERC		36914	20249	Check	1	2377	HOUSTON PUBLIC SCHOOLS		Yes	No	No	06/16/2022	12,315.52
MERC		36918	20250	Check	1	2879	INFINITE CAMPUS INC	S Corporation	Yes	Yes	No	06/16/2022	8,125.00
MERC		36912	20251	Check	1	2174	INNOVATIVE OFFICE SOLUTIONS		Yes	Yes	No	06/16/2022	32.86
MERC		36917	20252	Check	1	2865	INTELLICENTS		Yes	No	No	06/16/2022	1,250.00
MERC		36927	20253	Check	1	3566	JOSTEN'S INC	C Corporation	Yes	Yes	No	06/16/2022	50.28
MERC		36919	20254	Check	1	2960	LANGUAGE LINE SERVICES	C Corporation	Yes	Yes	No	06/16/2022	100.11
MERC		36908	20255	Check	1	06646	MASA		Yes	No	No	06/16/2022	198.00
MERC		36910	20256	Check	1	1150	PHONAK, LLC		Yes	Yes	No	06/16/2022	418.99
MERC		36922	20257	Check	1	3078	SHRED-N-GO	S Corporation	Yes	Yes	No	06/16/2022	296.08
MERC		36907	20258	Check	1	03977	SOUTHEAST SERVICE COOPERATIVE		Yes	Yes	No	06/16/2022	50.00
MERC		36911	20259	Check	1	1313	SpEd FORMS, LLC	Ind/Sole Proprietor	Yes	Yes	No	06/16/2022	20,328.27
MERC		36916	20260	Check	1	2585	TEACHERS ON CALL	C Corporation	Yes	Yes	No	06/16/2022	2,382.03
MERC		36920	20261	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	Yes	No	06/16/2022	501.00
MERC		36991	20262	Check	1	3586	ADAM'S PEST CONTROL - MAIN	S Corporation	Yes	No	No	06/29/2022	54.76
MERC		36987	20263	Check	1	3535	AFRICAN AMERICAN REGISTRY		Yes	No	No	06/29/2022	2,000.00
MERC		36975	20264	Check	1	2495	CALEDONIA AREA PUBLIC SCHOOLS		Yes	No	No	06/29/2022	1,820.34
MERC		36960	20265	Check	1	01903	CANNON FALLS ISD #252		Yes	No	No	06/29/2022	13,995.25
MERC		36972	20266	Check	1	2362	CHATFIELD PUBLIC SCHOOLS		Yes	No	No	06/29/2022	1,208.69
MERC		36958	20267	Check	1	00433	CITY OF RED WING		Yes	No	No	06/29/2022	652.57
MERC		36982	20268	Check	1	3126	FERNBROOK FAMILY CENTER	S Corporation	Yes	No	No	06/29/2022	31,141.48
MERC		36970	20269	Check	1	2289	FOLLETT SCHOOL SOLUTIONS, LLC		Yes	No	No	06/29/2022	2,260.00
MERC		36989	20270	Check	1	3584	FULL THROTTLE LIVING		Yes	No	No	06/29/2022	7,000.00
MERC		36961	20271	Check	1	01904	GOODHUE PUBLIC SCHOOL		Yes	No	No	06/29/2022	5,200.25
MERC		36966	20272	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	No	No	06/29/2022	1,664.16
MERC		36977	20273	Check	1	2780	HOUGHTON MIFFLIN HARCOURT PUBL		Yes	No	No	06/29/2022	2,516.21
MERC		36978	20274	Check	1	2879	INFINITE CAMPUS INC	S Corporation	Yes	No	No	06/29/2022	1,275.00
MERC		36981	20275	Check	1	3040	INTEREUM	S Corporation	Yes	No	No	06/29/2022	10,799.86
MERC		36988	20276	Check	1	3566	JOSTEN'S INC	C Corporation	Yes	No	No	06/29/2022	428.78

Goodhue County Ed District Payment Reg by Bank and Check

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MERC		36957	20277	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	06/29/2022	9,477.00
MERC		36969	20278	Check	1	2031	LAKES COUNTRY SERVICE COOP.		Yes	No	No	06/29/2022	2,400.00
MERC		36959	20279	Check	1	00707	MENARD'S RED WING		Yes	No	No	06/29/2022	2,329.04
MERC		36963	20280	Check	1	02672	METRO SALES, INC.		Yes	No	No	06/29/2022	163.11
MERC		36962	20281	Check	1	02620	MSBA		Yes	No	No	06/29/2022	4,375.00
MERC		36985	20282	Check	1	3296	MUTUAL OF OMAHA		Yes	No	No	06/29/2022	2,868.33
MERC		36979	20283	Check	1	2985	OUT SOURCE PROJECTS, INC.	S Corporation	Yes	No	No	06/29/2022	3,200.00
MERC		36976	20284	Check	1	2640	OWENS, BRENDA		Yes	No	No	06/29/2022	90.00
MERC		36990	20285	Check	1	3585	PEINE, REBECCA		Yes	No	No	06/29/2022	246.16
MERC		36967	20286	Check	1	1150	PHONAK, LLC		Yes	No	No	06/29/2022	4,799.99
MERC		36983	20287	Check	1	3192	REGENTS OF THE UNIVERSITY OF MN		Yes	No	No	06/29/2022	1,050.00
MERC		36973	20288	Check	1	2368	RUSHFORD-PETERSON DIST. #239		Yes	No	No	06/29/2022	1,102.00
MERC		36974	20289	Check	1	2410	SCHOOL MANAGEMENT SERVICES	S Corporation	Yes	No	No	06/29/2022	43,525.00
MERC		36984	20290	Check	1	3207	SHERWIN-WILLIAMS CO.		Yes	No	No	06/29/2022	178.87
MERC		36964	20291	Check	1	03977	SOUTHEAST SERVICE COOPERATIVE		Yes	No	No	06/29/2022	660.00
MERC		36986	20292	Check	1	3455	THOMFORDE, JEROD		Yes	No	No	06/29/2022	90.00
MERC		36980	20293	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	No	No	06/29/2022	290.00
MERC		36968	20294	Check	1	1344	WENDT, JIM		Yes	No	No	06/29/2022	180.18
MERC		36971	20295	Check	1	2315	WINONA PUBLIC SCHOOLS		Yes	No	No	06/29/2022	1,566.00
MERC		36965	20296	Check	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	06/29/2022	162.50
MERC		37012	20297	Check	1	1984	E. B. C., LLC/Flex		Yes	No	No	06/30/2022	1,164.59
MERC		37011	20298	Check	1	09118	EDUCATION MN - GCED		Yes	No	No	06/30/2022	2,995.55
MERC		37038	20299	Check	1	3505	CAPITAL ONE		Yes	No	No	07/14/2022	474.97
MERC		37037	20300	Check	1	3329	CHASE CARD SERVICES		Yes	No	No	07/14/2022	5,299.53
MERC		37039	20301	Check	1	3564	CIS (CENTER FOR INTERNET SECURIT	Other	Yes	No	No	07/14/2022	2,400.00
MERC		37030	20302	Check	1	1984	E. B. C., LLC/Flex		Yes	No	No	07/14/2022	1,164.59
MERC		37028	20303	Check	1	09118	EDUCATION MN - GCED		Yes	No	No	07/14/2022	2,998.99
MERC		37040	20304	Check	1	3587	ENOME, INC	C Corporation	Yes	No	No	07/14/2022	63,218.75
MERC		37035	20305	Check	1	3163	ILLUMINATE EDUCATION, INC	C Corporation	Yes	No	No	07/14/2022	1,471.75
MERC		37031	20306	Check	1	2251	KENNEDY & GRAVEN		Yes	No	No	07/14/2022	47.00
MERC		37032	20307	Check	1	2960	LANGUAGE LINE SERVICES	C Corporation	Yes	No	No	07/14/2022	30.60
MERC		37029	20308	Check	1	1037	MALMQUIST HOME FURNISHINGS		Yes	No	No	07/14/2022	1,157.06
MERC		37036	20309	Check	1	3207	SHERWIN-WILLIAMS CO.		Yes	No	No	07/14/2022	133.29
MERC		37034	20310	Check	1	3078	SHRED-N-GO	S Corporation	Yes	No	No	07/14/2022	954.58
MERC		37041	20311	Check	1	3588	SOUTHWEST METRO ISD 288		Yes	No	No	07/14/2022	3,000.00
MERC		37033	20312	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	No	No	07/14/2022	689.00

Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Pay/Void	Amount
MERC		37027	20313	20313	Check	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	07/14/2022		762.20
														Bank Total:	\$1,227,295.22
														Report Total:	\$1,227,295.22

C. Staff Updates:

1. **Resignations:** *Cassandra O'Reilly, ECFE Teacher - GDH effective immediately.*
2. **New Hire:** *Kayla Awolope, Asst. Director of Special Education - RW effective 8/8/2022; Linda Hodgell, EL Teacher-GCED effective 2022-2023 School Year; Stephanie Hammes, ECSE Teacher-KW effective 2022-2023.*
3. **Transfers:**
4. **Re-assignment:** *Annie Mittelstadt, SPED Teacher-5RO reassigned to RBEC effective 2022-2023 school year; Katherine Gadiant, ECSE Teacher - KW reassigned to GDH effective 2022-2023 school year; Sue Bodenhamer, ECSE Teacher - GDH reassigned to B-3 District Wide effective 2022-2023 school year.*

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

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Business Manager Report 7-28-22

Budget 2021-22 as of 6/30/22

We have received \$12,460,299 or 76.33% of the revised budget. We have expended \$14,306,908 or 86.46% of the revised expense budget. There are many audit entries yet to be made, plus invoices between GCED and its members that need to be processed yet. We will continue to look at 2021-22 financials for the next few months as we approach our audit, which is scheduled for Oct 4-5.

Cash Flow

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. We may also have to look into doing progress billing for 5RO instead of cash flowing it for the whole year (quarterly or semester).

June Bank Rec

For your information



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

AS OF 7-20-22

JULY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2022	-	-	4,420.75	-	-	328,507.53
7/1/2022	-	-	-	-	-	328,507.53
7/9/2022	-	-	192,045.25	-	-	520,552.78
7/15/2022	(527,984.68)	(263,791.76)	188,008.56	147,548.21	-	64,333.11
7/20/2022	-	-	212,677.19	-	-	277,010.30
7/31/2022	(134,553.52)	(186,902.47)	-	104,945.99	194,958.96	255,459.25
ENDING BALANCE	(662,538.20)	(450,694.23)	-	597,151.75	252,494.20	194,958.96

AUGUST

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2022	-	-	-	-	-	255,459.25
8/4/2022	-	-	55,021.47	-	147,505.68	457,986.40
8/15/2022	(529,395.66)	(229,788.34)	-	398,794.74	-	97,597.15
8/17/2022	(627,391.53)	-	-	-	-	(529,794.39)
8/30/2022	(146,656.25)	(218,762.06)	787,585.10	235,772.39	-	128,144.79
ENDING BALANCE	(1,303,443.44)	(448,550.40)	-	842,606.57	634,567.13	147,505.68

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	(71,005.35)
9/15/2022	(152,906.71)	(212,915.91)	-	104,945.99	229,126.53	(102,755.46)
9/17/2022	(160,513.10)	-	321,713.31	-	-	58,444.76
9/30/2022	(154,053.20)	(214,105.22)	97.90	235,772.39	-	(73,843.37)
ENDING BALANCE	(937,812.17)	(427,021.13)	-	325,769.49	340,718.37	496,357.28

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2022	-	-	-	-	-	(73,843.37)
10/9/2022	(257,474.62)	-	206,041.33	-	-	(125,276.66)
10/15/2022	(152,534.37)	(214,171.00)	-	83,956.79	-	(408,025.24)
10/20/2022	(367,580.45)	-	140,274.10	-	-	(635,331.59)
10/31/2022	(152,715.84)	(213,277.87)	16.97	256,761.58	59,344.59	(685,202.16)
ENDING BALANCE	(930,305.28)	(427,448.87)	-	346,332.40	340,718.37	59,344.59

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2022	-	-	1,247,482.00	-	-	562,279.84
11/5/2022	(208,182.95)	-	449,696.75	-	-	803,793.64
11/15/2022	(157,050.41)	(221,478.13)	178,129.72	104,945.99	-	708,340.81
11/20/2022	(153,132.14)	-	597,108.19	-	-	1,152,316.86
11/30/2022	(154,608.20)	(214,261.67)	27.36	167,913.58	-	951,387.93
ENDING BALANCE	(672,973.70)	(435,739.79)	-	2,472,444.03	272,859.56	-

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2022	(81,281.17)	-	-	-	474,074.05	1,344,180.82
12/8/2022	-	-	-	-	50,784.03	1,394,964.85
12/15/2022	(160,497.71)	(224,224.08)	451,581.95	230,881.17	-	1,692,706.17
12/20/2022	(131,193.05)	-	185,335.80	-	-	1,746,848.92
12/31/2022	(220,965.51)	(226,605.49)	41.72	125,935.18	-	1,425,254.82
ENDING BALANCE	(593,937.44)	(450,829.56)	-	636,959.47	356,816.35	524,858.08

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2023	-	-	-	-	-	1,425,254.82
1/8/2023	-	-	173,263.77	-	-	1,598,518.59
1/15/2023	(1,082,015.17)	(222,005.09)	295,201.74	209,891.97	-	799,592.04
1/20/2023	(228,350.28)	-	-	-	-	571,241.77
1/31/2023	(3,524.71)	(223,011.20)	162,205.90	167,913.58	-	674,825.33
ENDING BALANCE	(1,313,890.16)	(445,016.29)	630,671.41	377,805.55	-	674,825.33

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2023	(244,551.98)	-	-	-	265,748.17	696,021.51
2/15/2023	(162,629.65)	(226,455.41)	-	167,913.58	-	474,850.03
2/20/2023	-	-	290,006.39	-	-	764,856.42
2/28/2023	(248,025.50)	(224,907.45)	263,297.71	209,891.97	-	765,113.16
ENDING BALANCE	(655,207.12)	(451,362.86)	553,304.10	377,805.55	265,748.17	765,113.16

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2023	(163,511.47)	-	238,674.89	-	-	840,276.58
3/15/2023	(160,800.26)	(221,116.38)	220,505.24	209,891.97	-	888,757.16
3/20/2023	(70,404.74)	-	-	-	-	818,352.43
3/31/2023	(163,395.85)	(225,574.30)	130.70	251,870.36	-	681,383.34
ENDING BALANCE	(558,112.31)	(446,690.69)	459,310.84	461,762.33	-	681,383.34

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2023	(378,746.88)	-	329,434.49	-	-	632,070.94
4/15/2023	(162,743.84)	(224,013.70)	210,796.45	167,913.58	-	624,023.44
4/20/2023	-	-	1,051.29	-	-	625,074.73
4/30/2023	(381,043.52)	(223,493.34)	268,462.12	337,457.56	348,897.98	975,355.53
ENDING BALANCE	(922,534.24)	(447,507.04)	809,744.35	505,371.13	348,897.98	975,355.53

MAY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2023	(154,922.14)	-	-	-	2,372.23	822,805.61
5/15/2023	(297,456.72)	(439,314.66)	210,690.47	209,891.97	-	506,616.68
5/20/2023	(125,512.86)	-	222.75	-	-	381,326.57
5/31/2023	(172,475.73)	(239,625.55)	340,625.88	209,891.97	-	519,743.15
ENDING BALANCE	(750,367.45)	(678,940.21)	551,539.11	419,783.94	2,372.23	519,743.15

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2023	(140,613.84)	-	-	-	-	379,129.30
6/15/2023	(274,803.09)	(249,759.30)	56,036.48	-	-	(89,396.61)
6/20/2023	-	-	162,045.81	209,891.97	243,977.04	526,518.21
6/30/2023	(438,244.58)	(291,515.01)	265.87	-	-	(202,975.50)
ENDING BALANCE	(853,661.51)	(541,274.31)	218,348.16	209,891.97	243,977.04	(202,975.50)
TOTALS	(10,154,783.03)	(5,651,075.38)	8,444,181.68	4,550,594.44	2,284,020.00	(202,975.50)

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

Goodhue Co Education District | June 30, 2022

REVENUE CATEGORIES				June 30, 2022	June 30, 2021	June 30, 2020				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received				
STATE	3,753,316	3,609,943	4,360,876	4,103,576	257,300	94.10%	100.00%	100.00%	493,633	3,609,943	3,753,316	
FEDERAL	1,842,614	2,036,519	2,314,653	1,397,456	917,197	60.37%	100.00%	100.00%	(639,064)	2,036,519	1,842,614	
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%	100.00%	100.00%	(13,084)	13,769	5,053	
SALE OF BONDS & LOANS	0	13,482,888	0	0	0	0.00%	100.00%	0.00%	(13,482,888)	13,482,888	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	6,958,581	2,688,520	72.13%	100.00%	100.00%	(846,392)	7,804,973	7,502,882	
TOTALS	13,103,865	26,948,092	16,324,630	12,460,299	3,864,331	76.33%	100.00%	100.00%	(14,487,794)	26,948,092	13,103,865	

EXPENDITURES (OBJECT SERIES)				June 30, 2022	June 30, 2021	June 30, 2020				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
SALARIES & WAGES	6,337,951	6,937,882	8,181,314	8,342,771	(161,457)	101.97%	100.00%	100.00%	1,404,889	6,937,882	6,337,951	
EMPLOYEE BENEFITS	1,628,182	1,779,020	2,141,645	2,215,884	(74,239)	103.47%	100.00%	100.00%	436,864	1,779,020	1,628,182	
PURCHASED SERVICES	3,586,395	16,797,588	4,200,317	1,736,983	2,463,334	41.35%	100.00%	100.00%	(15,060,605)	16,797,588	3,586,395	
SUPPLIES	276,713	386,950	859,348	854,001	5,347	99.38%	100.00%	100.00%	467,052	386,950	276,713	
EQUIPMENT	1,105,035	1,028,313	1,138,878	1,136,053	2,825	99.75%	100.00%	100.00%	107,740	1,028,313	1,105,035	
DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
OTHER EXPENDITURES	55,152	77,636	26,328	21,215	5,113	80.58%	100.00%	100.00%	(56,421)	77,636	55,152	
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	14,306,908	2,240,922	86.46%	100.00%	100.00%	(12,700,482)	27,007,389	12,989,428	

EXPENDITURES (PROGRAM SERIES)				June 30, 2022	June 30, 2021	June 30, 2020				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
SITE ADMINISTRATION	59,029	97,953	279,823	284,859	(5,036)	101.80%	100.00%	100.00%	186,906	97,953	59,029	
DISTRICT ADMINISTRATION	99,448	79,846	78,995	69,082	9,913	87.45%	100.00%	100.00%	(10,764)	79,846	99,448	
SUPPORT SERVICES	202,150	227,526	247,714	347,639	(99,925)	140.34%	100.00%	100.00%	120,113	227,526	202,150	
REGULAR INSTRUCTION	1,493,398	1,438,628	2,632,199	1,757,247	874,952	66.76%	100.00%	100.00%	318,619	1,438,628	1,493,398	
EXTRA-CURRICULAR ACTIVITES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
VOCATIONAL INSTRUCTION	308,496	327,195	363,574	332,651	30,923	91.49%	100.00%	100.00%	5,456	327,195	308,496	
SPECIAL EDUCATION	7,611,603	7,977,265	8,977,044	7,757,373	1,219,671	86.41%	100.00%	100.00%	(219,893)	7,977,265	7,611,603	
COMMUNITY SERVICES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
INSTRUCTIONAL SUPPORT	364,829	448,170	636,967	641,720	(4,753)	100.75%	100.00%	100.00%	193,550	448,170	364,829	
PUPIL SUPPORT SERVICES	1,367,080	1,586,429	1,805,947	1,780,016	25,931	98.56%	100.00%	100.00%	193,587	1,586,429	1,367,080	
FACILITIES	1,483,396	1,502,112	1,525,587	1,336,321	189,246	87.60%	100.00%	100.00%	(165,791)	1,502,112	1,483,396	
OTHER FINANCING USES	0	13,322,265	0	0	0	0.00%	100.00%	0.00%	(13,322,265)	13,322,265	0	
TOTALS	12,989,428	27,007,389	16,547,830	14,306,908	2,240,922	86.46%	100.00%	100.00%	(12,700,482)	27,007,389	12,989,428	

SUMMARY - ALL FUNDS				June 30, 2022	June 30, 2021	June 30, 2020				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
SUMMARY												
REVENUE	13,103,865	26,948,092	16,324,630	12,460,299	3,864,331	76.33%	100.00%	100.00%	(14,487,794)	26,948,092	13,103,865	
EXPENDITURES	12,989,428	27,007,389	16,547,830	14,306,908	2,240,922	86.46%	100.00%	100.00%	(12,700,482)	27,007,389	12,989,428	
SPENDING VARIANCE	114,437	(59,297)	(223,200)	(1,846,609)	N/A	N/A	N/A	N/A	(1,787,312)	(59,297)	114,437	

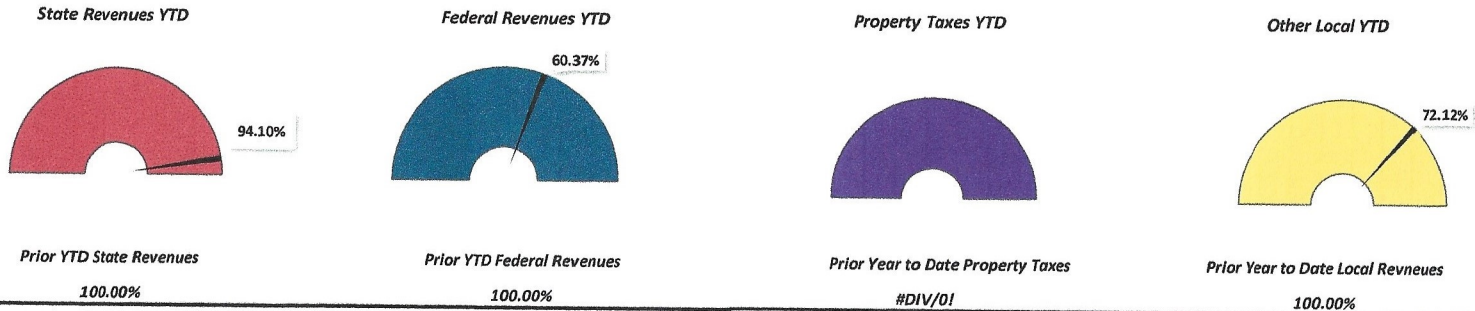
GENERAL FUND - REVENUE SUMMARY

Goodhue Co Education District | June 30, 2022



DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Revenue YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% 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	6,395,998	2,475,504	72.10%	100.00%	100.00%	(785,678)	7,181,677	6,819,678
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	1,330	2,170	38.01%	100.00%	100.00%	483	848	10,542
093 RENT	27,878	4,245	7,000	0	7,000	0.00%	100.00%	100.00%	(4,245)	4,245	27,878
096 GIFTS AND BEQUESTS	1,981	1	500	13,688	(13,188)	2737.63%	100.00%	100.00%	13,687	1	1,981
099 MISC REV FROM LOCAL SOURCES	642,452	614,224	639,599	547,564	92,035	85.61%	100.00%	100.00%	(66,660)	614,224	642,452
Total LOCAL REVENUES	7,502,882	7,804,973	9,647,101	6,958,581	2,688,520	72.13%	100.00%	100.00%	(846,392)	7,804,973	7,502,882
STATE REVENUES											
211 GENERAL EDUCATION AID	149,608	123,538	105,152	97,749	7,403	92.96%	100.00%	100.00%	(25,789)	123,538	149,608
300 STATE AID (REQUIRES FIN CODE)	204,001	163,487	170,554	158,467	12,087	92.91%	100.00%	100.00%	(5,020)	163,487	204,001
360 STATE AID FOR SPECIAL EDUCATION	3,356,875	3,272,583	4,084,670	3,846,965	237,705	94.18%	100.00%	100.00%	574,382	3,272,583	3,356,875
370 OTHER, MN DEPT OF EDUCATION	7,459	0	500	396	105	79.10%	0.00%	100.00%	396	0	7,459
397 TRA & PERA SPEC SITUATIONS PENSION	35,373	50,335	0	0	0	0.00%	100.00%	100.00%	(50,335)	50,335	35,373
Total STATE REVENUES	3,753,316	3,609,943	4,360,876	4,103,576	257,300	94.10%	100.00%	100.00%	493,633	3,609,943	3,753,316
FEDERAL REVENUES RECEIVED FROM STATE											
400 FEDERAL AID/MDE (REQUIRES FIN)	1,842,614	2,036,519	2,314,653	1,397,456	917,197	60.37%	100.00%	100.00%	(639,064)	2,036,519	1,842,614
Total FEDERAL REVENUES RECEIVED FROM STATE	1,842,614	2,036,519	2,314,653	1,397,456	917,197	60.37%	100.00%	100.00%	(639,064)	2,036,519	1,842,614
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%	100.00%	100.00%	(5,399)	5,399	522
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%	100.00%	100.00%	(13,084)	13,769	5,053
SALE OF BONDS AND LOANS											
635 CERTIFICATE OF PARTICIPATION	0	13,482,888	0	0	0	0.00%	100.00%	0.00%	(13,482,888)	13,482,888	0
Total SALE OF BONDS AND LOANS	0	13,482,888	0	0	0	0.00%	100.00%	0.00%	(13,482,888)	13,482,888	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	12,460,299	3,864,331	76.33%	100.00%	100.00%	(14,487,794)	26,948,092	13,103,865

YTD % Received vs. PYTD % Received

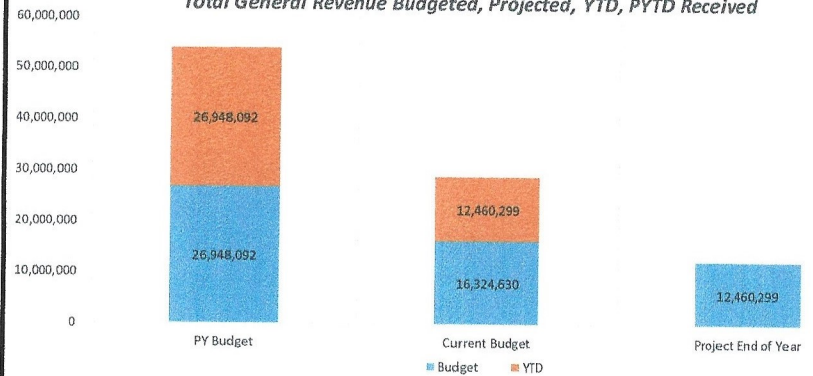


Top 5 Revenues Received YTD by Source Code 3

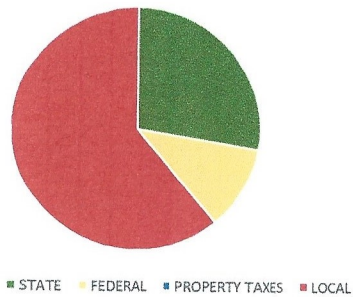
Variance from PYTD Received

	Current YTD	variance vs. PYTD Received
1 GENERAL FUND TOTAL	\$12,460,299	-\$14,487,794
2 Total LOCAL REVENUES	\$6,958,581	-\$846,392
3 TUITION/REIMB MN DISTRIK	\$6,395,998	-\$785,678
4 Total STATE REVENUES	\$4,103,576	\$493,633
5 STATE AID FOR SPECIAL EDL	\$3,846,965	\$574,382

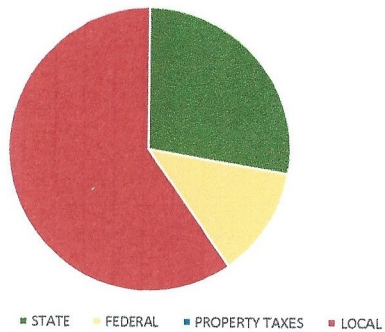
Total General Revenue Budgeted, Projected, YTD, PYTD Received



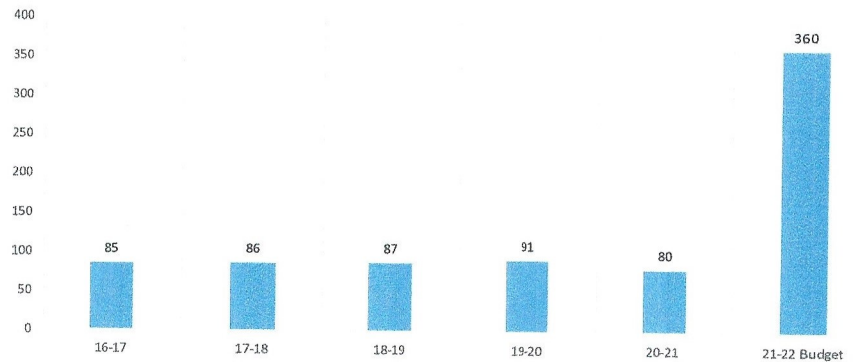
Current Year Revenue Budget



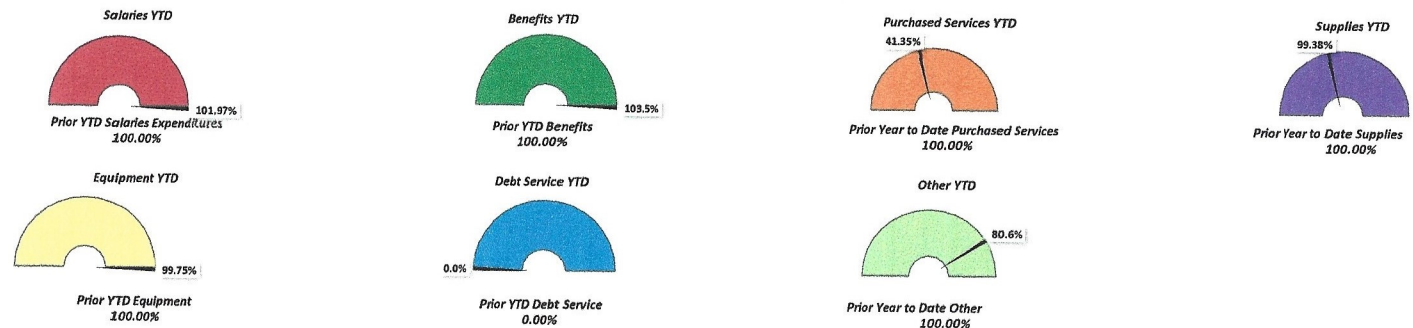
Prior Year Revenue Budget



End of Year ADM History



YTD % Expenditures vs. PYTD % Expenditures



Top 10 Expenditures YTD by Object Code 3

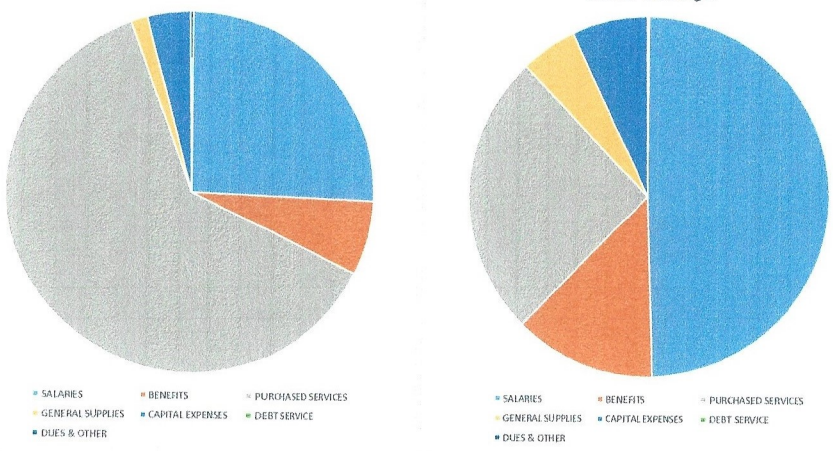
	Current YTD	Variance vs. PYTD Received
1 TOTAL SALARIES AND WAGES	\$8,342,771	\$1,404,889
2 LICENSED CLASSROOM TEACHER	\$2,805,807	\$545,742
3 TOTAL PURCHASED SERVICES	\$1,736,983	-\$15,060,605
4 ADMINISTRATION/SUPERVISION	\$880,524	\$124,554
5 SCHOOL PSYCHOLOGIST	\$861,336	\$121,300
6 SPEECH/LANGUAGE PATHOLOGIST	\$855,006	\$184,256
7 TOTAL SUPPLIES	\$854,001	\$467,052
8 SOCIAL WORKER	\$685,079	\$105,650
9 PRIN ON BLDG/LAND LEASE	\$678,069	\$678,069
10 HEALTH INSURANCE	\$644,627	\$153,125

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

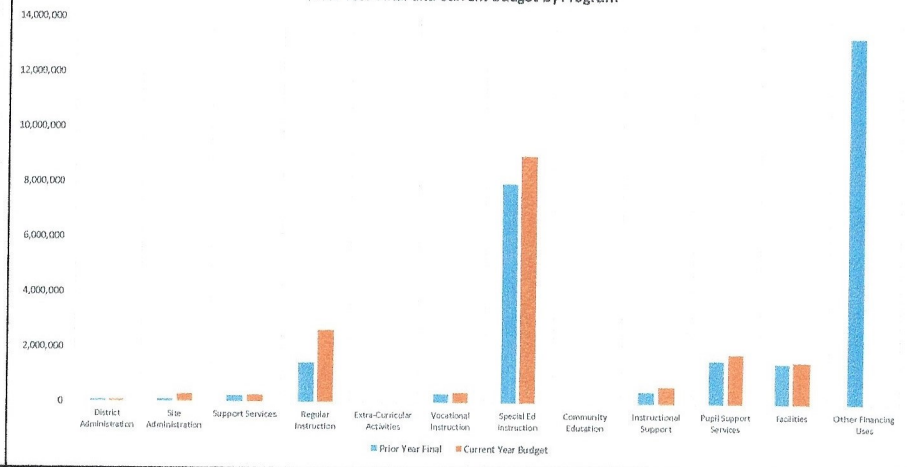


Prior Year Final

Current Year Budget



Prior Year Final and Current Budget by Program



GENERAL FUND - EXPENDITURES BY OBJECT CODE

Goodhue Co Education District | June 30, 2022



DESCRIPTION	June 30, 2020		June 30, 2021		June 30, 2022		June 30, 2021		June 30, 2020		
	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
110 ADMINISTRATION/SUPERVISION	729,173	755,971	877,654	880,524	(2,870)	100.33%	100.00%	100.00%	124,554	755,971	729,173
140 LICENSED CLASSROOM TEACHER	2,140,310	2,260,065	2,732,689	2,805,807	(73,118)	102.68%	100.00%	100.00%	545,742	2,260,065	2,140,310
141 NON,LIC CLASSROOM PERSONNEL	0	200	0	0	0	0.00%	100.00%	100.00%	(200)	200	0
143 LICENSED INSTRUCTIONAL SUPPORT	269,261	278,660	397,627	393,200	4,427	98.89%	100.00%	100.00%	114,540	278,660	269,261
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	189,483	(47,634)	133.58%	100.00%	100.00%	48,710	140,773	138,070
151 OCCUPATIONAL THERAPIST	233,813	287,012	282,381	361,824	(79,443)	128.13%	100.00%	100.00%	74,812	287,012	233,813
152 SPEECH/LANGUAGE PATHOLOGIST	460,372	670,750	837,728	855,006	(17,278)	102.06%	100.00%	100.00%	184,256	670,750	460,372
153 AUDIOLOGIST	64,500	65,850	67,125	67,444	(319)	100.48%	100.00%	100.00%	1,594	65,850	64,500
154 SCHOOL NURSE	110,204	162,557	173,509	179,535	(6,026)	103.47%	100.00%	100.00%	16,979	162,557	110,204
155 LICENSED NURSING SERVICES	27,433	27,571	25,472	26,378	(906)	103.56%	100.00%	100.00%	(1,193)	27,571	27,433
156 SOCIAL WORKER	560,237	579,429	666,842	685,079	(18,237)	102.73%	100.00%	100.00%	105,650	579,429	560,237
157 SCHOOL PSYCHOLOGIST	678,136	740,035	863,517	861,336	2,181	99.75%	100.00%	100.00%	121,300	740,035	678,136
161 CERTIFIED PARA/PCA	368,768	411,293	418,244	378,977	39,267	90.61%	100.00%	100.00%	(32,316)	411,293	368,768
162 CERTIFIED ONE ON ONE PARA	55,433	46,080	24,594	23,141	1,453	94.09%	100.00%	100.00%	(22,939)	46,080	55,433
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	34,304	2,441	93.36%	100.00%	100.00%	(25,777)	60,081	58,315
165 SCHOOL COUNSELOR	0	0	53,810	55,156	(1,346)	102.50%	0.00%	0.00%	55,156	0	0
170 NON,INSTRUCTIONAL SUPPORT	178,355	174,504	235,241	253,207	(17,966)	107.64%	100.00%	100.00%	78,703	174,504	178,355
174 REC SERVICES/DAPE SPECIALIST	39,252	40,183	29,999	30,161	(162)	100.54%	100.00%	100.00%	(10,022)	40,183	39,252
185 OTHER LICENSED/CERTIFIED SALARY	182,692	187,357	234,726	195,921	38,805	83.47%	100.00%	100.00%	8,564	187,357	182,692
186 OTHER NON LICENSED SALARY	43,484	49,512	81,412	61,981	19,431	76.13%	100.00%	100.00%	12,469	49,512	43,484
TOTAL SALARIES AND WAGES	6,337,951	6,937,882	8,181,314	8,342,771	(161,457)	101.97%	100.00%	100.00%	1,404,889	6,937,882	6,337,951
EMPLOYEE BENEFITS											
210 FICA/MEDICARE	464,356	504,793	614,456	612,847	1,609	99.74%	100.00%	100.00%	108,054	504,793	464,356
214 PERA	81,941	82,177	83,864	90,172	(6,308)	107.52%	100.00%	100.00%	7,995	82,177	81,941
218 TRA	394,478	457,804	572,608	585,349	(12,741)	102.22%	100.00%	100.00%	127,544	457,804	394,478
220 HEALTH INSURANCE	464,042	491,503	608,902	644,627	(35,725)	105.87%	100.00%	100.00%	153,125	491,503	464,042
230 LIFE INSURANCE	8,626	10,118	11,830	11,873	(43)	100.36%	100.00%	100.00%	1,755	10,118	8,626
235 DENTAL INSURANCE	16,831	17,437	20,881	21,666	(785)	103.76%	100.00%	100.00%	4,229	17,437	16,831
240 LONG TERM DISABILITY INSURANCE	9,509	9,437	11,522	10,802	720	93.75%	100.00%	100.00%	1,365	9,437	9,509
250 TSA/DEFERRED COMP	88,920	107,559	132,494	126,987	5,507	95.84%	100.00%	100.00%	19,428	107,559	88,920
251 TAX ADVANTAGE EMPLOYER HLTH AI	4,983	7,629	5,000	12,336	(7,336)	246.71%	100.00%	100.00%	4,707	7,629	4,983
270 WORKERS COMPENSATION	93,312	90,565	80,088	92,194	(12,106)	115.12%	100.00%	100.00%	1,629	90,565	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	2,215,884	(74,239)	103.47%	100.00%	100.00%	436,864	1,779,020	1,628,182
PURCHASED SERVICES											
303 FEDERAL SUB AWARD <=\$25000	418,739	501,513	637,934	314,398	323,536	49.28%	100.00%	100.00%	(187,115)	501,513	418,739
304 FEDERAL SUB AWARD >\$25000	505,372	471,363	443,386	108,931	334,455	24.57%	100.00%	100.00%	(362,431)	471,363	505,372
305 CONSULTING FEES/FEES FOR SERVIC	181,059	13,646,680	253,260	195,560	57,700	77.22%	100.00%	100.00%	(13,451,120)	13,646,680	181,059
307 CONTRACT SUB FOR SPEC EDUCATIC	38,237	9,168	41,379	25,945	15,434	62.70%	100.00%	100.00%	16,777	9,168	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	17,921	(2,621)	117.13%	100.00%	100.00%	(5,636)	23,558	18,669
329 POSTAGE & PARCEL SERVICES	3,858	4,175	4,220	3,633	587	86.09%	100.00%	100.00%	(542)	4,175	3,858
330 UTILITY SERVICES	37,977	47,213	55,000	41,864	13,136	76.12%	100.00%	100.00%	(5,349)	47,213	37,977
335 SHORT TERM LEASE	0	0	0	6,615	(6,615)	0.00%	0.00%	0.00%	6,615	0	0
340 INSURANCE	38,991	45,515	55,619	53,261	2,358	95.76%	100.00%	100.00%	7,747	45,515	38,991
350 REPAIRS & MAINTENANCE	159,477	111,375	170,056	50,190	119,866	29.51%	100.00%	100.00%	(61,186)	111,375	159,477
360 TRANSPORT CONTR <=\$25,000	765	643	8,655	4,548	4,107	52.55%	100.00%	100.00%	3,905	643	765

18

DESCRIPTION	June 30, 2020			June 30, 2021			June 30, 2020			Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
365 INTERDEPART TRANSPORT (CHGBK)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
366 TRAVEL CONVENTIONS/CONFERENCI	157,056	124,979	196,475	173,256	23,219	88.18%	100.00%	100.00%	48,276	124,979	157,056	
368 OUT OF STATE TRAVEL/FEDERAL REI	4,148	0	17,500	15,771	1,729	90.12%	0.00%	100.00%	15,771	0	4,148	
369 Student Travel	0	0	0	410	(410)	0.00%	0.00%	0.00%	410	0	0	
370 OPERATING LEASE/RENTAL	15,760	7,975	16,233	0	16,233	0.00%	100.00%	100.00%	(7,975)	7,975	15,760	
379 MENTAL HLTH PROFESSIONAL <=\$250	0	9,418	0	0	0	0.00%	100.00%	0.00%	(9,418)	9,418	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 DISTI	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/DISAE	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	456,629	534,851	46.06%	100.00%	100.00%	(432,283)	888,913	915,023	
396 SPEC ED SALARY/OTHER DISTRICT	818,972	675,300	978,631	205,849	772,782	21.03%	100.00%	100.00%	(469,451)	675,300	818,972	
397 SPEC ED BENEFITS/OTHER DISTRICT	265,873	223,571	308,958	54,303	254,655	17.58%	100.00%	100.00%	(169,269)	223,571	265,873	
TOTAL PURCHASED SERVICES	3,586,395	16,797,588	4,200,317	1,736,983	2,463,334	41.35%	100.00%	100.00%	(15,060,605)	16,797,588	3,586,395	
SUPPLIES												
401 SUPPLIES, NON INSTRUCTIONAL	34,380	90,507	111,240	93,297	17,943	83.87%	100.00%	100.00%	2,790	90,507	34,380	
405 NON, INSTRUCTIONAL SOFTWARE LIC	74,814	94,076	97,708	112,709	(15,001)	115.35%	100.00%	100.00%	18,633	94,076	74,814	
406 INSTRUCTIONAL SOFTWARE LICENSE	37,665	49,784	226,895	247,760	(20,865)	109.20%	100.00%	100.00%	197,976	49,784	37,665	
430 SUPPLIES & MATERIALS NON INDIV IN	10,842	6,111	18,784	13,057	5,727	69.51%	100.00%	100.00%	6,945	6,111	10,842	
433 SUPPLIES & MATERIALS INDIV INSTR	45,123	87,393	150,695	150,533	162	99.89%	100.00%	100.00%	63,140	87,393	45,123	
440 FUELS	10,433	11,527	17,300	23,583	(6,283)	136.32%	100.00%	100.00%	12,057	11,527	10,433	
455 NONINSTRUCTIONAL TECH SUPPLIES	355	9,601	35,543	36,534	(991)	102.79%	100.00%	100.00%	26,933	9,601	355	
456 INSTRUCTIONAL TECH SUPPLIES	2,810	6,162	12,944	5,782	7,162	44.67%	100.00%	100.00%	(379)	6,162	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	55,702	(51,002)	1185.16%	100.00%	100.00%	55,307	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	100,555	(10,855)	112.10%	100.00%	100.00%	77,108	23,447	12,983	
490 FOOD	5,568	820	5,250	7,274	(2,024)	138.56%	100.00%	100.00%	6,454	820	5,568	
TOTAL SUPPLIES	276,713	386,950	859,348	854,001	5,347	99.38%	100.00%	100.00%	467,052	386,950	276,713	
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	18,066	9,763	64.92%	0.00%	100.00%	18,066	0	760	
530 OTHER EQUIPMENT PURCHASE	50,446	12,922	63,315	73,957	(10,642)	116.81%	100.00%	100.00%	61,035	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%	100.00%	0.00%	(13,530,000)	13,530,000	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%	100.00%	(1,249)	1,249	15,623	
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	33,398	1,102	96.81%	0.00%	0.00%	33,398	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%	100.00%	100.00%	(666,334)	666,334	429,640	
581 INTEREST ON CAPITAL LEASE	603,320	330,439	0	0	0	0.00%	100.00%	100.00%	(330,439)	330,439	603,320	
589 LEASE TRANSACTIONS/INSTALL SALE	0	(13,530,000)	0	0	0	0.00%	100.00%	0.00%	13,530,000	(13,530,000)	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	1,136,053	2,825	99.75%	100.00%	100.00%	107,740	1,028,313	1,105,035	
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	21,175	5,053	80.74%	100.00%	100.00%	(6,070)	27,245	20,127	
891 TRA & PERA SPEC SITUATION PENSIC	35,373	50,335	0	0	0	0.00%	100.00%	100.00%	(50,335)	50,335	35,373	
895 FED/NONPUBLIC INDIRECT (CHGBK)	(0)	0	0	0	0	0.00%	100.00%	100.00%	(0)	0	(0)	
896 TAXES & SPECIAL ASSESSMENTS	(348)	56	100	40	60	40.19%	100.00%	100.00%	(16)	56	(348)	
TOTAL OTHER EXPENDITURES	55,152	77,636	26,328	21,215	5,113	80.58%	100.00%	100.00%	(56,421)	77,636	55,152	
OTHER FINANCING USES												
910 PERMANENT TRANSFER/OTHER FUNI	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	
GENERAL FUND TOTAL	12,989,428	27,007,389	16,547,830	14,306,908	2,240,922	86.46%	100.00%	100.00%	(12,700,482)	27,007,389	12,989,428	

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			

GENERAL FUND - EXPENDITURES BY PROGRAM CODE

Goodhue Co Education District | June 30, 2022



DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30,	June 30,	June 30,	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						2022	2021	2020			
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
DISTRICT ADMINISTRATION											
010 BOARD OF EDUCATION	16,440	14,326	26,771	16,794	9,977	62.73%	100.00%	100.00%	2,468	14,326	16,440
030 INSTRUCTIONAL ADMINISTRATION	83,008	65,520	52,224	52,289	(65)	100.12%	100.00%	100.00%	(13,231)	65,520	83,008
TOTAL - DISTRICT ADMINISTRATION	99,448	79,846	78,995	69,082	9,913	87.45%	100.00%	100.00%	(10,764)	79,846	99,448
SITE ADMINISTRATION											
050 SCHOOL ADMINISTRATION	59,029	97,953	279,823	284,859	(5,036)	101.80%	100.00%	100.00%	186,906	97,953	59,029
TOTAL - SITE ADMINISTRATION	59,029	97,953	279,823	284,859	(5,036)	101.80%	100.00%	100.00%	186,906	97,953	59,029
SUPPORT SERVICES											
105 GENERAL ADMINISTRATIVE SUPPORT	85,805	106,875	102,650	203,266	(100,616)	198.02%	100.00%	100.00%	96,391	106,875	85,805
110 BUSINESS SUPPORT SERVICES	116,345	120,651	145,064	144,373	691	99.52%	100.00%	100.00%	23,722	120,651	116,345
TOTAL - SUPPORT SERVICES	202,150	227,526	247,714	347,639	(99,925)	140.34%	100.00%	100.00%	120,113	227,526	202,150
REGULAR INSTRUCTION											
203 EDUCATION, ELEMENTARY GENERAL	85,478	99,611	449,580	288,846	160,734	64.25%	100.00%	100.00%	189,234	99,611	85,478
205 TITLE III, PART A LANGUAGE ACQUISITION	14,929	18,052	34,684	22,256	12,428	64.17%	100.00%	100.00%	4,204	18,052	14,929
211 EDUCATION, SECONDARY GENERAL	657,881	545,999	882,663	327,291	555,372	37.08%	100.00%	100.00%	(218,708)	545,999	657,881
212 VISUAL ART	0	0	75,842	77,071	(1,229)	101.62%	0.00%	0.00%	77,071	0	0
219 ENGLISH LEARNER	365,688	390,669	398,210	418,173	(19,963)	105.01%	100.00%	100.00%	27,505	390,669	365,688
220 ENGLISH, LANGUAGE ARTS	63,448	66,007	143,646	144,573	(927)	100.65%	100.00%	100.00%	78,567	66,007	63,448
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	23,432	20,219	53.68%	100.00%	100.00%	16,599	6,833	6,126
250 FAMILY LIVING SCIENCE	79,279	80,565	92,231	93,527	(1,296)	101.41%	100.00%	100.00%	12,962	80,565	79,279
255 INDUSTRIAL EDUCATION	0	0	10,729	10,850	(121)	101.13%	0.00%	0.00%	10,850	0	0
256 MATHEMATICS	74,844	78,769	169,460	89,816	79,644	53.00%	100.00%	100.00%	11,047	78,769	74,844
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	94,932	14,877	86.45%	100.00%	100.00%	11,442	83,491	80,887
270 SOCIAL SCIENCES/SOCIAL STUDIES	64,840	68,633	146,424	145,539	885	99.40%	100.00%	100.00%	76,907	68,633	64,840
TOTAL - REGULAR INSTRUCTION	1,493,398	1,438,628	2,632,199	1,757,247	874,952	66.76%	100.00%	100.00%	318,619	1,438,628	1,493,398
VOCATIONAL INSTRUCTION											
380 SPECIAL NEEDS	240,432	255,640	297,665	257,929	39,736	86.65%	100.00%	100.00%	2,289	255,640	240,432
399 CAREER & TECHNICAL GENERAL	68,063	71,555	65,909	74,722	(8,813)	113.37%	100.00%	100.00%	3,167	71,555	68,063
TOTAL - VOCATIONAL INSTRUCTION	308,496	327,195	363,574	332,651	30,923	91.49%	100.00%	100.00%	5,456	327,195	308,496
SPECIAL ED INSTRUCTION											
400 GENERAL SPECIAL EDUCATION	110,607	129,400	90,461	79,496	10,965	87.88%	100.00%	100.00%	(49,904)	129,400	110,607
401 SPEECH/LANGUAGE IMPAIRED	756,820	1,029,586	1,213,079	1,217,209	(4,130)	100.34%	100.00%	100.00%	187,622	1,029,586	756,820
402 MILD, MODERATE COGNITIVE DISAB	118,134	86,123	51,114	47,044	4,070	92.04%	100.00%	100.00%	(39,080)	86,123	118,134
403 SEVERE, PROFOUND COGNITIVE DISAB	20,524	14,407	11,622	8,173	3,449	70.32%	100.00%	100.00%	(6,235)	14,407	20,524
404 PHYSICALLY IMPAIRED	582,179	639,551	651,825	728,590	(76,765)	111.78%	100.00%	100.00%	89,040	639,551	582,179
405 DEAF, HARD OF HEARING	228,154	229,427	303,052	265,748	37,304	87.69%	100.00%	100.00%	36,321	229,427	228,154
406 VISUALLY IMPAIRED	81,877	90,681	94,057	92,529	1,528	98.38%	100.00%	100.00%	1,848	90,681	81,877
407 SPECIFIC LEARNING DISABILITY	272,073	164,476	235,383	198,952	36,431	84.52%	100.00%	100.00%	34,477	164,476	272,073
408 EMOTIONAL/BEHAVIORAL DISORDER	1,501,672	1,333,715	1,397,371	970,843	426,528	69.48%	100.00%	100.00%	(362,872)	1,333,715	1,501,672
410 OTHER HEALTH DISABILITIES	106,049	288,286	366,271	370,740	(4,469)	101.22%	100.00%	100.00%	82,454	288,286	106,049
411 AUTISTIC SPECTRUM DISORDERS	508,490	700,550	693,282	617,698	75,584	89.10%	100.00%	100.00%	(82,852)	700,550	508,490
412 DEVELOPMENTALLY DELAYED	870,576	895,693	835,771	713,744	122,027	85.40%	100.00%	100.00%	(181,949)	895,693	870,576
414 TRAUMATIC BRAIN INJURY	6,815	27,155	1,891	1,874	17	99.12%	100.00%	100.00%	(25,281)	27,155	6,815
416 SEVERELY MULTIPLY IMPAIRED	655	2,142	8,160	5,966	2,194	73.11%	100.00%	100.00%	3,824	2,142	655
420 SPECIAL ED, AGGREGATE 3+	2,196,406	2,102,156	2,714,639	2,201,667	512,972	81.10%	100.00%	100.00%	99,511	2,102,156	2,196,406
422 SPECIAL ED, STUDENTS W/O DISABILITIES	250,571	243,917	309,066	237,099	71,967	76.71%	100.00%	100.00%	(6,818)	243,917	250,571
TOTAL - SPECIAL ED INSTRUCTION	7,611,603	7,977,265	8,977,044	7,757,373	1,219,671	86.41%	100.00%	100.00%	(219,893)	7,977,265	7,611,603
INSTRUCTIONAL SUPPORT											
610 CURRICULUM CONSULT & DEV	295,945	352,711	358,637	388,071	(29,434)	108.21%	100.00%	100.00%	35,360	352,711	295,945
630 INSTRUCTION, RELATED TECHNOLOGY	59,078	93,319	239,030	247,585	(8,555)	103.58%	100.00%	100.00%	154,266	93,319	59,078
640 STAFF DEVELOPMENT	9,806	2,140	39,300	6,064	33,236	15.43%	100.00%	100.00%	3,924	2,140	9,806
TOTAL - INSTRUCTIONAL SUPPORT	364,829	448,170	636,967	641,720	(4,753)	100.75%	100.00%	100.00%	193,550	448,170	364,829
PUPIL SUPPORT SERVICES											
710 SECONDARY COUNSELING/GUIDANCE	0	0	70,889	69,989	900	98.73%	0.00%	0.00%	69,989	0	0

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
715 SCHOOL SECURITY	0	13,939	0	0	0	0.00%	100.00%	0.00%	(13,939)	13,939	0
720 HEALTH SERVICES	176,681	251,592	304,720	285,219	19,501	93.60%	100.00%	100.00%	33,627	251,592	176,681
730 PSYCHOLOGICAL AND HEALTH SERVICES	780,683	891,511	915,620	919,712	(4,092)	100.45%	100.00%	100.00%	28,201	891,511	780,683
740 SOCIAL WORK SERVICES	406,646	422,317	503,663	498,016	5,647	98.88%	100.00%	100.00%	75,699	422,317	406,646
760 PUPIL TRANSPORTATION	3,070	7,070	11,055	7,080	3,975	64.04%	100.00%	100.00%	10	7,070	3,070
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	1,780,016	25,931	98.56%	100.00%	100.00%	193,587	1,586,429	1,367,080
FACILITIES											
810 OPERATIONS & MAINTENANCE	294,452	260,215	327,598	237,338	90,260	72.45%	100.00%	100.00%	(22,877)	260,215	294,452
850 CAPITAL FACILITIES	1,087,154	1,170,901	1,080,163	1,074,515	5,648	99.48%	100.00%	100.00%	(96,387)	1,170,901	1,087,154
865 LTFM NOT PRO 866,867,868	101,790	70,995	117,806	24,468	93,338	20.77%	100.00%	100.00%	(46,527)	70,995	101,790
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	1,336,321	189,246	87.60%	100.00%	100.00%	(165,791)	1,502,112	1,483,396
OTHER FINANCING USES											
910 RETIRE LONG TERM OBLIGATIONS	0	13,322,265	0	0	0	0.00%	100.00%	0.00%	(13,322,265)	13,322,265	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%	100.00%	0.00%	(13,322,265)	13,322,265	0
GENERAL FUND TOTAL	12,989,428	27,007,389	16,547,830	14,306,908	2,240,922	86.46%	100.00%	100.00%	(12,700,482)	27,007,389	12,989,428

**Goodhue County Ed District
Reconciliation Worksheet Report
06/30/2022**

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1476	06/30/2022	6051	MERC	MERCHANTS BANK GENERAL

Worksheet has been Finalized

Statement Amount	665,260.68
Deposits in Transit	0.00
<u>Outstanding Payments</u>	
Checks	186,144.69
Wires	81,105.46
SHR - Payments	0.00
SHR - Third Party	0.00
Cash	0.00
ACH	0.00

Adjustment Amount (73,923.75)

Amount Per Bank 324,086.78

GL Account Balance	324,086.78	Co L Fd Org Pro Crs Fin O/S	Ty
		6051 B 01 101 000	F

Difference 0.00

Adjustments

Manual	06/30/2022	PR	SHR-Payme	(623.36)	OUTSTANDING PAYROLL CHECK
Manual	06/30/2022	SWEEP	Direct Pymt	(73,300.39)	FROM SWEEP

OUR PURPOSE

We work alongside school districts to quickly connect students, school staff, and their families to quality mental health and substance use treatment providers matched to their needs.

KEY BENEFITS

- Ensures equitable access to care regardless of coverage, including private insurance, Medicaid, and sliding scale options for those without insurance.
- Helps all members of your school community to get connected to the right help at the right time.
- Expands on existing school support structures and bridges the gap to community providers for needs that exceed the scope of school-based services.
- Provides full case management and live data on the mental health needs of school communities.

OUR IMPACT

When an individual navigates the mental health care system on their own, only 18% actually book an appointment due to barriers within the system. With the help of Care Solace, 50% book an appointment within days — not weeks or months.




178%

increase in booked appointments



60+

communications saved per referral

 Your service has been a game changer for our district, our families, and my role!

Fresno Unified School District
Psychologist

CONTACT US

For more information & demo requests:

www.caresolace.org
k12partnerships@caresolace.org

SERVICES



Warm Handoff® Referral Process

Use our proprietary software to easily submit referrals. We'll navigate the mental health care system and provide school staff with real-time updates on the progress of each referral.



24/7/365 Multilingual Support

Our Care Companion™ team is available at all times — including nights, weekends, and holidays — in any language to explain options and coordinate care.



Care Match™ Self-Serve Tool

For an anonymous pathway to care, your school community can utilize Care Match, our self-serve tool, to find verified providers on their own.



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

Mental Health Grant Synopsis

Funder

Goodhue County (Child & Family Collaborative)

Program Title

Helping the Helpers (HtH) – i.e. supporting students, families, and school personnel

Program Description

The purpose of this program is to support the mental health needs and concerns of students, families, and school personnel. The project will have two main components:

1. A Help Line via Care Solace (for all GCED-member district staff, students, and families)
(<https://www.caresolace.org/how-we-serve/k-12/>)
 - a. Staffed by highly trained team with experience in navigating barriers to accessing mental health care.
 - b. 24/7/365 support
 - c. Fast connection to care.
2. Mental Health Skills Workshops
 - a. Partnership with NAMI Southeast (MN)
 - b. Consists of offering two workshops to Goodhue County school personnel:
 - i. Workshop #1: Good Mental Health in the Workplace
 - ii. Workshop #2: Self-Care and Mindfulness

Award Amount

\$35,116.00 per year / \$105,348.00 over three years

The “Why”

According to the Goodhue County Community Mental Health Assessment, 51% of respondents reported that their mental health has declined since March 1, 2020. In particular, 62% experienced an increase in feelings of anxiety and 44% experienced an increase in feelings of depression. In addition, 65% percent of respondents reported youth mental health has declined since March 1, 2020. This points to an urgent need to address mental health prevention and intervention for students, families, and adults in Goodhue County.

The grant plan that we are proposing has two partnership-based strategies: (1) the partnership with Care Solace would reduce barriers for accessing mental health care (intervention) for students, families, and school personnel and (2) the partnership with NAMI Southeast would offer the opportunity for school personnel across Goodhue County to increase their skill level in preventing and intervening with mental health challenges and considerations.

- V. **Old Business:**
 - A. Coding Coach
 - B. 2nd Reading of Annual Review Policies

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)



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

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)



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

INDEPENDENT SCHOOL DISTRICT NO. 6051

SEX NONDISCRIMINATION REPORTING FORM

General Statement of Policy Prohibiting Sex Nondiscrimination

Education District No. 6051 maintains a firm policy prohibiting all forms of sex nondiscrimination. All persons are to be treated with respect and dignity. Sex nondiscrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s): _____

Name of person you believe discriminated toward you or a student on the basis of sex: _____

If the alleged sex nondiscrimination was toward another person, identify that person: _____

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

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

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has discriminated against me or a person on the basis of sex. 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)

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

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave under Federal Law

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

therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the service member'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 education 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 education 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 education 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 education 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 education district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the education district's expense. If the opinions of the first and second health care providers differ, the education district may require certification from a third health care provider at the education 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 education 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 education 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 education district, subject to and in coordination with the health care provider.
11. The education 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 education 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 education 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 education district for the cost of the health plan premiums paid by it.

13. The education 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 executive director shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the education district board for annual review.

The education 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 education 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 education 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 education 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 education 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 education 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, education 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 education district will continue to fulfill the education 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 education district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each education 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)

413 HARASSMENT AND VIOLENCE

[Note: State law (Minnesota Statutes, section 121A.03) requires that sehooleducation districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, section 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 sehooleducation 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 Minnesota Statutes, section 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 Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon sehooleducation districts than required by law. For that reason, MSBA recommends the adoption of its model policy by sehooleducation districts. Each sehooleducation district 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 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, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the sehooleducation district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The sehooleducation district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other sehooleducation district personnel harasses a student, teacher, administrator, or other sehooleducation district personnel or group of students, teachers, administrators, or other sehooleducation district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, sehooleducation district personnel include sehooleducation district board members, sehooleducation district 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

sehooleducation district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other sehooleducation district personnel or group of students, teachers, administrators, or other sehooleducation district personnel based on a person's Protected Class.

- D. The sehooleducation district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other sehooleducation district personnel 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, with respect to an individual who

- a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
- 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 or discrimination 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 or discrimination 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 includes 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 interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other ~~school~~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 that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 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
- 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 an individual’s Protected Class.

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 Protected Class by a student, teacher, administrator, or other ~~school~~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 ~~school~~education district personnel or group of students, teachers, administrators, or other ~~school~~education district personnel should report the alleged acts immediately to an appropriate ~~school~~education district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the ~~school~~education district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The ~~school~~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 ~~school~~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~~ ~~school~~education district human rights officer or to the ~~superintendent~~executive director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the ~~superintendent~~executive director or the ~~school~~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 school district personnel who receives a report of harassment or violence prohibited by this policy shall

inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the ~~superintendent~~executive director or the ~~school~~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~~education district administrator, volunteer, contractor, or other ~~school~~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. ~~School~~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 ~~school~~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 ~~school~~education district board hereby designates Cheryl Johnson, Executive Director—_____— as the ~~school~~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~~executive director.¹
- H. The ~~school~~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

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

educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

- L. The sehoeducation 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 sehoeducation 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 sehoeducation district's policies and procedures.

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

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

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

V. INVESTIGATION

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

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the sehooleducation 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. SehooleEducation district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable sehooleducation district policies and regulations.
- B. The sehooleducation 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 sehooleducation district. SehooleEducation district officials will notify the targets or victims and alleged perpetrators of harassment or violence, 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 sehooleducation district shall, where

determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The ~~school~~education district will discipline or take appropriate action against any student, teacher, administrator, or other ~~school~~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 or another state or federal agency, 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 Minnesota Statutes Chapter. 260E may be applicable.
- B. Nothing in this policy will prohibit the ~~school~~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 ~~school~~education district employee and independent contractor who regularly interacts with students at the time of initial employment with the ~~school~~education district.
- C. This policy shall appear in the student handbook.
- D. The ~~school~~education district will develop a method of discussing this policy with students and employees.

- E. The ~~school~~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. Ch. 260E (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 (Section 504 of the Rehabilitation Act of 1973)
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 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
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)

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~~education~~ district personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school~~education~~ district is to fully comply with Minn. Stat. Ch. 260E~~§ 626.556~~ requiring school~~education~~ district personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any school~~education~~ district personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school~~education~~ district personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event ~~which~~that:

1. is not likely to occur and could not have been prevented by exercise of due care; and
2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement ~~Child Protection~~) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).

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

D. “Mandated reporter” means any ~~school~~education district personnel who knows or has reason to believe a child is being ~~neglected or physically or sexually abused~~maltreated, or has been ~~neglected or physically or sexually abused~~maltreated within the preceding three years.

E. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.

FE. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:

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

8. emotional harm from a pattern of behavior ~~which~~that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

~~Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care. does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.~~

GF. "Nonmaltreatment mistake" ~~means~~occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under 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, ~~school~~education district administrator, other ~~school~~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.

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

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian ~~which~~that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or

~~school~~education district employee as allowed by Minn. Stat. § 121A.582.

Actions ~~which that~~ are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~which that~~ result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~which that~~ were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or ~~that~~ subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under 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.

JH. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes ~~neglect or physical or sexual abuse~~maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, ~~neglect or abuse~~, if known.

KI. "~~School~~Education district personnel" means professional employee or professional's delegate of the ~~school~~education district who provides health, educational, social, psychological, law enforcement, or child care services.

LJ. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~which that~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~which that~~ requires registration under 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..

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

IV. REPORTING PROCEDURES

- A. ~~A mandated reporter as defined herein shall immediately report the information neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.~~
- B. ~~If the immediate report has been made orally~~An oral report shall be made immediately, by telephone or otherwise, ~~–~~†~~The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating maltreatmentthe report. Any ~~The written~~ report shall be of sufficient content to identify the child, any person believed to be responsible for the ~~abuse or neglect~~maltreatment of the child if the~~

person is known, the nature and extent of the ~~abuse or neglect~~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 school facility, the ~~school~~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.
- ~~G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. ~~and the reckless~~Knowingly or recklessly making ~~of~~ a false report also may result in discipline. ~~The court may also award attorney's fees.~~

[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 neglect or physical or sexual abuse rests rests with the appropriate state, county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child-maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator/offender, and any other person with knowledge of the abuse or neglect maltreatment for the purpose of gathering the-facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or a school/education district official. The investigating agency, not the school/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. School/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 school/education district property, written notification of intent to interview the child on school/education district property will/must be received by school/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 school/education district property.
- C. Except where the alleged perpetrator-offender is believed to be a school/education district official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school/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 school/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 school/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 school/education district employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator-offender is believed to be a school/education district official or employee, the school/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 school/education district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school/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 ~~school~~education district property, written notification of the agency's intent to interview on ~~school~~education district property must be received by ~~school~~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~~Education district officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in ~~school~~education district personnel handbooks.
- B. The ~~school~~education district will develop a method of discussing this policy with ~~school~~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)

~~[Minn. Stat. § 626.556 et seq. \(Reporting of Maltreatment of Minors\)](#)~~

~~[Minn. Stat. § 626.5561 \(Reporting of Prenatal Exposure to Controlled Substances\)](#)~~

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

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)

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 (6th) consecutive day of suspension or the tenth (10th) 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, an 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 an 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, an 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

An 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 education district premises, on education district property, at education district functions or activities, or on education district 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 education district functions or activities or receive education district 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 education district functions or activities or receive education district 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 education district premises, on education district property, at education district functions or activities, on education district transportation, or on education district computers, networks, forums, and mailing lists, or off education district premises to the extent that it substantially and materially disrupts student learning or the education district 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 education district premises, on education district property, at education district functions or activities, or on education district transportation" means all education district buildings, education district grounds, and education district property or

property immediately adjacent to education district grounds, school bus stops, school 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 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 district 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 an 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 education district 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 a school'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)

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: _____

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

[Note: ~~School~~ Education 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~~education 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~~education district computer system and the Internet, including electronic communications, the ~~school~~education 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~~education 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~~education district expects that faculty will blend thoughtful use of the ~~school~~education 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~~education district is providing students and employees with access to the ~~school~~education 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~~education 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~~education district and ~~school~~education district 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~~education 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~~education 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 education](#) 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 education](#) district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the [school education](#) 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 education](#) 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 education](#) 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 education](#) 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 education](#) district system software, hardware, or wiring or take any action to violate the [school education](#) district's security system, and will not use the [school education](#) district system in such a way as to disrupt the use of the system by other users.
5. Users will not use the [school education](#) 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 [seholeducation](#) 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: [Seholeducation](#) 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 [seholeducation](#) district policies and practices, [seholeducation](#) 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 [seholeducation](#) 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 [seholeducation](#) district as directory information and verification is made that the [seholeducation](#) 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 [seholeducation](#) 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 seholeducation 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 seholeducation district official. Users will not attempt to gain unauthorized access to the seholeducation district system or any other system through the seholeducation 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 seholeducation district system may not be encrypted without the permission of appropriate seholeducation district authorities.
 8. Users will not use the seholeducation 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 seholeducation district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the seholeducation district. Users will not use the seholeducation district system to offer or provide goods or services or for product advertisement. Users will not use the seholeducation district system to purchase goods or services for personal use without authorization from the appropriate seholeducation district official.
 10. Users will not use the seholeducation district system to engage in bullying or cyberbullying in violation of the seholeducation 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 seholeducation 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 seholeducation district premises also may be in violation of this policy as well as other seholeducation 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~~education district receives a report of an unacceptable use originating from a non-school computer or resource, the ~~school~~education 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~~education district computer system and the Internet and discipline under other appropriate ~~school~~education 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~~education district official. In the case of a ~~school~~education 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~~education district employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, ~~school~~education districts are required to restrict access to inappropriate materials on school computers with Internet access. ~~School~~Education 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~~education districts should select one of the following alternative sections depending upon whether the ~~school~~education district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

[Note: For a ~~school~~education 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 sehooleducation districts that meet the additional condition of also restricting adult access to inappropriate materials. SchoolEducation districts that seek such state technology revenue may adopt or retain the following language. However, the sehooleducation district is not required to do so.]

- A. All sehooleducation 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 sehooleducation 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: SchoolEducation 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 sehooleducation districts to adopt an Internet safety policy ~~which~~that contains the provisions set forth below. Also, the Act requires such sehooleducation 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. SchoolEducation 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 sehooleducation 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 sehooleducation 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/Executive director](#) 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/education](#) 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/education](#) 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/education](#) district policy.]

VII. CONSISTENCY WITH OTHER [SCHOOL/EDUCATION DISTRICT](#) POLICIES

Use of the [school/education](#) district computer system and use of the Internet shall be consistent with [school/education](#) district policies and the mission of the [school/education](#) district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the [school/education](#) district system, the [school/education](#) 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/education](#) district system.

- B. Routine maintenance and monitoring of the sehoeducation district system may lead to a discovery that a user has violated this policy, another sehoeducation district policy, or the law.
- C. An individual investigation or search will be conducted if sehoeducation district authorities have a reasonable suspicion that the search will uncover a violation of law or sehoeducation 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 sehoeducation 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. SchoolEducation district employees should be aware that the sehoeducation district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, sehoeducation district employees should be aware that data and other materials in files maintained on the sehoeducation district system may be subject to review, disclosure or discovery under Minnesota Statutes- Chapter- 13 (the Minnesota Government Data Practices Act).
- F. The sehoeducation 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 sehoeducation district policies conducted through the sehoeducation 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 sehoeducation 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 SCHOOLEUCATION DISTRICT LIABILITY

Use of the sehoeducation district system is at the user's own risk. The system is provided on an "as is, as available" basis. The sehoeducation district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on sehoeducation 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 [seholeducation](#) district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the [seholeducation](#) district system. The [seholeducation](#) district will not be responsible for financial obligations arising through unauthorized use of the [seholeducation](#) district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the [seholeducation](#) district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with [seholeducation](#) district policies.
 - 2. Disclaimers limiting the [seholeducation](#) district's liability relative to:
 - a. Information stored on [seholeducation](#) district diskettes, hard drives, or servers.
 - b. Information retrieved through [seholeducation](#) district computers, networks, or online resources.
 - c. Personal property used to access [seholeducation](#) district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of [seholeducation](#) 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 [seholeducation](#) 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 seholeducation 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 seholeducation district system and of the Internet if the student is accessing the seholeducation district system from home or a remote location.
- B. Parents will be notified that their students will be using seholeducation district resources/accounts to access the Internet and that the seholeducation 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 seholeducation district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The seholeducation district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the seholeducation district board for approval. Upon approval by the seholeducation district 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 education](#) 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 education district](#) 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 \(8th Cir. 2012\)](#)
[Kowalski v. Berkeley County Sch., 652 F.3d 565 \(4th Cir. 2011\)](#)
[Layshock v. Hermitage Sch. Dist., 650 F.3d 205 \(3rd Cir. 2011\)](#)
[Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-](#)
[III Sch. Dist., 853 F.Supp.2d 888 \(W.D. Mo. 2012\)](#)
[M.T. v. Cent. York Sch. Dist., 937 A.2d 538 \(Pa. Commw. Ct. 2007\)](#)

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)

616 ~~SCHOOL~~EDUCATION DISTRICT SYSTEM ACCOUNTABILITY

[Note: ~~Minn. Stat. § Minnesota Statutes section~~ 120B.11 requires ~~school~~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 ~~Minn. Stat. §Minnesota Statutes section~~ 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process ~~which 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 ~~will~~requires ~~a new level of~~ accountability for the ~~school~~education district. The ~~school~~education district ~~will~~established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The ~~school~~education district also ~~will~~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 ~~school~~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 ~~school~~education district.
- B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that ~~school~~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. School Education District Goals

1. The ~~school~~education district board has established ~~school~~education district-wide goals ~~which that~~ provide broad direction for the ~~school~~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 ~~school~~education district board. The ~~school~~education district board shall adopt annual goals based on the recommendations of the ~~school~~education district's Advisory Committee.
2. The Advisory Committee ~~is will be~~ established by the ~~school~~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 ~~school~~education district-wide improvement goals should address recommendations identified through the Advisory Committee process. The ~~school~~education district's goal setting process will include consideration of individual site goals. ~~School~~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 ~~school~~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 Minn. Stat. §Minnesota Statutes section 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. §Minnesota Statutes section 122A.40, Subd. 8, or 122A.41, Subd. 5.

[Insert Local Cycle in this space]

C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the ~~school~~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 sehoeducation district board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The sehoeducation district board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the sehoeducation 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 sehoeducation 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 sehoeducation district board will utilize models developed by the Commissioner for measuring individual student progress. The sehoeducation 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 [date] of each year, the Advisory Committee will meet to advise and assist the sehoeducation district in the implementation of the sehoeducation district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the sehoeducation 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 sehoeducation 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 sehoeducation district board;

- c. Making recommendations regarding the evaluation process that will be used to measure sehoeducation district progress toward its goals; and,
 - d. Advising the sehoeducation 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 sehoeducation district board on sehoeducation 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 sehoeducation 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 sehoeducation 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 sehoeducation 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. SehoEducation 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 ~~school~~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 ~~school~~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 ~~school~~education district board.

F. Reporting

1. Consistent with ~~Minn. Stat. §~~Minnesota Statutes section 120B.36, Subd. 1, the ~~school~~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 ~~school~~education district website. The ~~school~~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 ~~school~~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 ~~school~~education district board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The ~~school~~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 ~~school~~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 a ~~school~~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 Levels and Growth)
Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
Minn. Stat. § 122A.40, ~~Subd. 8~~ (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, ~~Subd. 5~~ (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements Agreement)
Minn. Stat. § 123B.147, ~~Subd. 3~~ (Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 00-3501.0815-(Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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

806 CRISIS MANAGEMENT POLICY

[Note: The Commissioner of Education is required to maintain and make available to school education district boards and charter schools a Model Crisis Management Policy. See Minn. Stat.

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

The school education district will, to the extent possible, engage in ongoing emergency planning within the school education district and with emergency responders and other relevant community organizations. The school 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 school education district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school 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 school education district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school 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 school 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 school 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 school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in

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

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

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

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

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building- specific crisis management plan.

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

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

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

3. School Emergency Response Teams

- a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school education district office, or in a secondary location in single building school districts.

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

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

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

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

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

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

B. Planning and Preparing for Fire

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

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

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

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

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

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

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

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

C. Facility Diagrams and Site Plans

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

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

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

responders.]

D. Emergency Telephone Numbers

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

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

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

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

F. Early School Closure Procedures

The superintendentexecutive 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 school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

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

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

G. Media Procedures

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

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

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendentexecutive 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 school 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. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

V. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

[Note: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

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

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

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

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

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

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (~~No Child Left Behind~~ Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites) <https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

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 email: 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

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

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

- 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

(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

(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? _____

Caller ID information:

male	female	adult	juvenile	age
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Call origin:

local	long distance	internal	cell phone
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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
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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
Incident Commander (person in charge)		
Safety		
Public Information		
Liaison		
Operations Chief		
Medical		
(attach list of qualified first-aid/CPR responders in building)		
Site Security/ Facility Check		
Student Release Coordinator		
Logistics Chief		
Communications		
Transportation		
Planning Chief		
Financial/ Recordkeeping		
<p><i>These functions mirror the National Incident Management System (NIMS) used by emergency responders.</i></p>		

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.

Incident Commander (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.
Operations Chief	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.
Logistics Chief	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.
Planning Chief	Assists in assessing emergencies; establishes priorities, identifies issues and prepares an action plan with incident commander.
Financial/Recordkeeping	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.

VI. **New Business:**
A. Restrictive Procedures Manual for 2022-23

Goodhue County Education District #6051

Restrictive Procedures Plan

August 1, 2021 July 18, 2022

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Goodhue County Education District #6051 Restrictive Procedures Plan

In accordance with Minnesota Statute 125A.0941 and 125A.0942, Subd. 1, every school district is required to develop and make public a plan that discloses its use of restrictive procedures. Restrictive Procedure means the use of physical holding or seclusion in an emergency. The plan specifically outlines the list of restrictive procedures the school intends to use; how the school will monitor and review the use of restrictive procedures, including post use debriefings and convening an oversight committee; and a written description and documentation of the training and staff that have completed the training. This plan is available upon request.

The Goodhue County Education District #6051 uses restrictive procedures only in response to behavior(s) that constitutes an emergency, even if written into a child's Individual Education Plan (IEP) or Behavior Intervention Plan (BIP).

A. Definitions

The following terms are defined as:

1. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury. Emergency does not mean circumstances such as: a child who does not respond to a task or request and instead places his or her head on a desk or hides under a desk or table; a child who does not respond to a staff person's request unless failing to respond would result in physical injury to the child or other individual; or an emergency incident has already occurred and no threat of physical injury currently exists.
2. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury. The term physical holding does not mean physical contact that:
 - a. helps a child respond or complete a task;
 - b. assists a child without restricting the child's movement;
 - c. is needed to administer an authorized health related service or procedure; or
 - d. is needed to physically escort a child when the child does not resist or the child's resistance is minimal.
3. "Positive behavioral interventions and supports" means interventions and strategies to improve the school environment and teach children the skills to behave appropriately.
4. "Restrictive procedures" means the use of physical holding or seclusion in an emergency. Restrictive procedures must not be used to punish or otherwise discipline a child.
5. "Seclusion" means confining a child alone in a room from which egress is barred. Egress may be barred by an adult locking or closing the door in the room or preventing the child from leaving the room. Removing a child from an activity to a location where the child cannot participate in or observe the activity is not seclusion.

B. Staff Training – Requirements and Activities

Requirements

Personnel development activities will be provided to district staff and contracted personnel who have routine contact with students and who may use restrictive procedures in the following areas described below.

Staff who design and use behavioral interventions will complete training in the use of positive approaches as well as restrictive procedures. All staff that use restrictive procedures in the Goodhue County Education District are trained in PCMA procedures. At the first sight of anxiety in a student you will need to become supportive (an empathetic, nonjudgmental approach attempting to alleviate anxiety). Staff who design and use behavioral interventions will complete training in the communicative intent of behaviors including the following:

1. Questioning – Questioning authority and attempting to draw staff into power struggles.
2. Refusal – Noncompliance / slight loss of rationalization.
3. Release – Acting out or emotional outburst.
4. Intimidation – Verbal or nonverbal threatening.
5. Tension Reduction – Drop in energy after crisis situation.

Staff who design and use behavioral interventions will complete training in the following relationship building strategies:

1. Building relationships with students when they are doing well.
2. Re-establishing relationships after students come back from a crisis. Re-establishing rapport.
3. Provide students personal space.
4. Use appropriate nonverbal and paraverbal communication (tone, volume and cadence) when establishing relationships with students.

Staff who design and use behavioral interventions will complete training in the following alternatives to restrictive procedures, including techniques to identify events and environmental factors that may escalate behavior:

1. Recognizing anxiety.
2. Recognizing nonverbal behavior.

3. Giving students time and space to release.

Staff who design and use behavioral interventions will complete training in the following de-escalation methods:

1. Time and space
2. Someone to talk with
3. Walk/Exercise/Movement

Staff who use restrictive procedures will implement the following standards for use:

1. Only as a last resort when a person is a danger to self or others.
2. Always maintaining the Care, Welfare, Safety and Security of all.

Staff who design and use behavioral interventions will follow the Goodhue County Education District #6051 Crisis Plan in an emergency situation. Staff will also recognize that the physiological and psychological impact of physical holding and seclusion is different for all students. Staff must analyze, be aware of, and respond to this impact. Everyone being restrained should be considered "at risk". Interventions will be monitored for physical and psychological distress including the symptoms of and interventions that may cause potential asphyxia when physical holding is used.

Training records will identify the content of the training, attendees, and training dates. Goodhue County Education District #6051 will compile a list of all Professional Crisis Management Association (PCMA) trainings and forward attendance records to the district on a quarterly basis. The district will maintain records of additional trainings provided within the district. Records of all trainings will be maintained at each building site. See Appendix A and B for Site Trainings and Attendance Forms, respectively.

The following employee job classifications are authorized and certified to use restrictive procedures.

- Licensed special education teacher
- School Social Worker
- School Psychologist
- Behavior analyst certified by the National Behavior Analyst Certification Board
- A person with a master's degree in behavior analysis
- Other licensed education professional
- Highly qualified education paraprofessional
- Mental Health professional

C. Restrictive Procedures and/or Seclusion

(a) Physical holding or seclusion may be used only in an emergency. A school that uses physical holding or seclusion shall meet the following requirements:

(1) physical holding or seclusion is the least intrusive intervention that effectively responds to the emergency;

(2) physical holding or seclusion is not used to discipline a noncompliant child;

(3) physical holding or seclusion ends when the threat of harm ends and the staff determines the child can safely return to the classroom or activity;

(4) staff directly observes the child while physical holding or seclusion is being used;

(5) each time physical holding or seclusion is used, the staff person who implements or oversees the physical holding or seclusion documents, as soon as possible after the incident concludes, the following information:

(i) a description of the incident that led to the physical holding or seclusion;

(ii) why a less restrictive measure failed or was determined by staff to be inappropriate or impractical;

(iii) the time the physical holding or seclusion began and the time the child was released; and

(iv) a brief record of the child's behavioral and physical status;

(6) the room used for seclusion must:

(i) be at least six feet by five feet;

(ii) be well lit, well ventilated, adequately heated, and clean;

(iii) have a window that allows staff to directly observe a child in seclusion;

(iv) have tamperproof fixtures, electrical switches located immediately outside the door, and secure ceilings;

(v) have doors that open out and are unlocked, locked with keyless locks that have immediate release mechanisms, or locked with locks that have

immediate release mechanisms connected with a fire and emergency system; and

(vi) not contain objects that a child may use to injure the child or others; and

(7) before using a room for seclusion, a school must:

(i) receive written notice from local authorities that the room and the locking mechanisms comply with the applicable building, fire, and safety codes; and

(ii) register the room with the commissioner, who may view that room.

Physical Holdings

All buildings in the Goodhue County Education District #6051 intend to use the following types of physical holding when trained in PCMA: 1 Person Transportation, 2 Person Transportation, 1 Person Vertical Immobilization, 2 Person Vertical Immobilization, 3 Person Vertical Immobilization, 3 Person Supine Barr may be used. Additional training and monitoring by a qualified PCMA Instructor will be provided to staff using these procedures.

Seclusion

Attached, as Appendix D, is written notice from local authorities that the rooms and the locking mechanisms comply with applicable building, fire, and safety codes. The written notice was received from the Deputy State Fire Marshal, Inspector for Goodhue County on August 17, 2015. Room D100.6 is registered with the Minnesota Department of Education. Specifications of Room # D100.6 are included in Appendix D. This form will be completed and/or updated annually by the Goodhue County Education District Director or their designee.

No other buildings in the Goodhue County Education District #6051 will use any locked time out rooms for seclusion.

Notification to Parents

A school shall make:

- Reasonable efforts to notify the parent on the same day a restrictive procedure is used; or
- If unable to provide same-day notice, notice is sent within two days by:
 - Written means;

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- Electronic means; or
- As otherwise indicated by the parent in the child's IEP or BIP

Reporting Requirements for Using Restrictive Procedures

Goodhue County Education District must report summary data to MDE by July 1st of the current school year, on districts' use of restrictive procedures during that school year, including data on:

- The number of incidents involving restrictive procedures;
- The total number of students on which restrictive procedures were used;
- The number of resulting injuries;
- Relevant demographic data on the students and school; and
- Other relevant data collected by the district.

Within 24 hours after a student with a disability suffers death or serious injury, the Goodhue County Education District must notify the Office of the Ombudsman of the death or serious injury. Reports of death or serious injury may be done by faxing a completed form to the Office of the Ombudsman.

Reporting Requirement – Serious Injury

“Serious Injury” means:

- Fractures;
- Dislocations;
- Evidence of internal injuries;
- Head injuries with loss of consciousness;
- Lacerations involving injuries to tendons or organs and those for which complications are present;
- Extensive second-degree or third-degree burns, and other burns for which complications are present;
- Extensive second-degree or third-degree frostbite, and others for which complications are present;
- Irreversible mobility or avulsion of teeth;
- Injuries to the eyeball;
- Ingestions of foreign substances and objects that are harmful;
- Near drowning;
- Heat exhaustion or sunstroke; and all other injuries considered serious by a physician*

Additionally, the Office of the Ombudsman asks that instances of self-injurious behaviors (SIB) or suicide attempts be reported to the Office when the injury results in hospitalization of the student or the need for medical treatment.

**further defined by the Office of the Ombudsman to include complications of a previous injury, complications of medical treatment, and other.*

D. Prohibited Procedures

The Goodhue County Education District will never use the following prohibited procedures on a child:

1. Corporal punishment which includes conduct involving: (a) hitting or spanking a person with or without an object; or (b) unreasonable physical force that causes bodily harm or substantial emotional harm;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Presenting an intense sound, light, or other sensory stimuli using smell, taste, substance, or spray as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate a child's functioning, except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under section 626.556 (reporting of maltreatment of minors);
6. Totally or partially restricting a student's senses as punishment;
7. Withholding regularly scheduled meals or water;
8. Denying the child access to bathroom facilities; and
9. Physical holding that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso.
10. Prone Restraint

E. Documentation of Physical Holding and Seclusion

By February 1, 2015, and annually thereafter, stakeholders may, as necessary, recommend to the commissioner specific and measurable implementation and outcome goals for reducing the use of restrictive procedures and the commissioner must submit

to the legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. The statewide plan includes the following components: measurable goals; the resources, training, technical assistance, mental health services, and collaborative efforts needed to significantly reduce districts' use of seclusion; and recommendations to clarify and improve the law governing districts' use of restrictive procedures. The commissioner must consult with interested stakeholders when preparing the report, including representatives of advocacy organizations, special education directors, teachers, paraprofessionals, intermediate school districts, school boards, day treatment providers, county social services, state human services department staff, mental health professionals, and autism experts. Beginning with the 2016-2017 school year, in a form and manner determined by the commissioner, districts must report data quarterly to the department by January 15, April 15, July 15, and October 15 about individual students who have been secluded. By July 15 each year, districts must report summary data on their use of physical holds to the department for the prior school year, July 1 through June 30, in a form and manner determined by the commissioner. The summary data must include information about the use of restrictive procedures, including use of reasonable force under section 121A.582.

The use of restrictive procedures in emergency situations will be documented through the use of the Restrictive Procedures Physical Holding Form (see Appendix E), Restrictive Procedures Seclusion Form (see Appendix F), and the Staff Debriefing Meeting Form (see Appendix G).

F. Documentation of Post-use Staff Debriefing Meeting

Each time physical holding or seclusion is used, the staff person who implemented or oversaw the physical holding or seclusion shall document as soon as possible after the incident concluded and conduct a post-use debriefing with involved staff within 2 school days of the incident after the restrictive procedure concludes. There will be at least one staff member attending the debriefing meeting who was not involved in the incident and has knowledge of behaviors. A copy of the Restrictive Procedures Physical Holding Form (see Appendix E) and/or Restrictive Procedures Seclusion Form (see Appendix F) and the Staff Debriefing Meeting Form (see Appendix G) will be sent to: the child's case manager, the building principal, the Goodhue County Education District Director, and a copy placed in the child's due process file. The Goodhue County Education District Director will keep a comprehensive file of all restrictive procedure forms to be used by the Building Oversight Committee (see Appendix H for list of committee members).

If the post-use debriefing meeting reveals that the use of physical holding or seclusion was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate the Restrictive Procedures Physical Holding Form (see Appendix E), the

Restrictive Procedures Seclusion Form (see Appendix F), and the Staff Debriefing Meeting Form (Appendix G) to determine and recommend training needs.

G. Documentation for an Individual Education Plan (IEP)

The use of restrictive procedures in response to an emergency may be documented in the child's IEP or a behavior intervention plan (BIP) attached to the IEP. Reviews will be conducted in accordance with MN Statute which requires the district will hold a meeting of the IEP team, conduct or review a functional behavioral analysis, review data, consider developing additional or revised positive behavioral interventions and supports, consider actions to reduce the use of restrictive procedures, and modify the IEP or BIP as appropriate. The district must hold the meeting: within ten calendar days after district staff use restrictive procedures on two separate school days within 30 calendar days or a pattern of use emerges and the child's IEP or BIP does not provide for using restrictive procedures in an emergency; or at the request of a parent or the district after restrictive procedures are used. The district must review use of restrictive procedures at a child's annual IEP meeting when the child's IEP provides for using restrictive procedures in an emergency. If the IEP team determines that existing interventions and supports are ineffective in reducing the use of restrictive procedures or the district uses restrictive procedures on a child on ten or more school days during the same school year, the team, as appropriate, either must consult with other professionals working with the child; consult with experts in behavior analysis, mental health, communication, or autism; consult with culturally competent professionals; review existing evaluations, resources, and successful strategies; or consider whether to reevaluate the child. At the meeting the team will review any known medical or psychological limitations, including any medical information the parent provides voluntarily, that contraindicate the use of a restrictive procedure, consider whether to prohibit that restrictive procedure, and document any prohibition in the IEP or BIP.

Record retention will be in accordance with district policies on student records.

H. Building Oversight Committees

The Building Oversight Committee will meet quarterly to review data provided in the Restrictive Procedures Physical Holding Form (see Appendix E), Restrictive Procedures Seclusion Form (see Appendix F) and the Staff Debriefing Meeting form (see Appendix G). The Committee will complete the Building Oversight Committee Review Form (see Appendix I). The Building Oversight Committee will also complete the Annual Summary of Use of Restrictive Procedures from (see Appendix K). The Building Oversight Committee will make recommendations in regards to the District's Restrictive Procedures Plan and, if necessary, indicate training needs and establish a plan for addressing Committee recommendations.

If a post-use debriefing meeting reveals that the use of physical holding or seclusion was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate the Restrictive Procedures Physical Holding Form (see Appendix E), Restrictive

Procedures Seclusion Form (see Appendix F), and the Staff Debriefing Meeting Form (see Appendix G) to determine and recommend training needs.

I. Emergency Situations – Use of Restrictive Procedures

The Goodhue County Education District #6051 shall make reasonable efforts to notify the parent on the same day when restrictive procedures are used in an emergency. If the school is unable to provide same-day notice, notice will be sent by written or electronic means or as otherwise indicated by the parent. Documentation of how the parent wants to be notified when a restrictive procedure is used may be found in the IEP or BIP.

Building administrators will receive written notification when restrictive procedures are used in emergency situations. Records will be reviewed and summarized annually.

J. Positive Behavior Interventions and Supports

The district is committed to using positive behavioral interventions and supports. Positive behavior interventions and supports (PBIS) means intervention and strategies to improve the school environment and teach children the skills to behave appropriately.

Each building in the Goodhue County Education District #6051 uses the following practices and procedures to teach expected behaviors and provide additional positive supports to students requiring further intervention:

In the Fall of 2010, we created a school-wide behavior plan that we wanted all students and teachers to follow. The items listed below were most important attributes of this plan.

Assist the school/site (i.e. administrators, teachers, students, and support staff) in reaching academic and behavioral benchmarks and goals.

Create a positive learning environment throughout the school/site.

Teach that all activities and curricula in the school/site are positive actions, including: reading, writing, math, nutrition, social skills, etc.

Develop a caring environment that is free of disruptive behavior, bullying, substance use, and violence.

In creating a school wide plan with input from all staff we were able to garner and maintain staff buy-in throughout the process. We continue to expand and strengthen our system in the use of research based positive behavior interventions and an increased collection and use of data.

PBIS correlates with both our staff development goals and district AYP plans. Research, as cited multiple times on the PBIS website, indicates that academic achievement increases as behavioral referrals decrease. As part of our efforts to increase academic achievement and meet benchmarks, we understand the importance of having a cohesive and research driven response to student and staff behavior. During this past year we have also had extensive training on Professional Learning Communities (PLC). Having a strong PLC model allows us to examine and get our hands around issues that face us as we strive to increase student performance. PLCs also give us a vehicle to expand the

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knowledge base and implementation of new initiatives such as the implementation of PBIS.

**Goodhue County Education District #6051
Annual Summary of Use of Restrictive Procedures**

School: _____ **Date:** _____

Staff Training:

How many staff members received the required CPI training in your building? _____
Did any untrained staff participate in a restrictive procedure? Yes No If yes, what was the rationale? _____

Seclusionary Time Outs:

How many seclusionary time outs were used during the school year? _____
Were any seclusionary time outs conducted in other than the specially designed time out room? Yes No
Were seclusionary time outs used only in response to an "Emergency?" Yes No
If the answer is "no," explain why and the corrective action taken: _____

Seclusionary time out room(s) was/were inspected during the school year? Yes No
Any repair to the room(s) has/have been made? Yes No
If no, responsible parties have been contacted to ensure room(s) has/have been repaired? Yes No

All room repairs must be made prior to the start of the next school year.

Physical Holding:

How many physical holdings were used during the school year? _____
Were physical holdings used only in response to an "Emergency?" Yes No
If the answer is "no," explain why and the corrective action taken: _____

Prohibited Use:

Did the debriefing teams find incorrect or prohibited use of a restrictive procedure? Yes No
If "yes," what corrective action was taken: _____

Building Oversight Committee Recommendations for the Next Year (include training): _____



Goodhue County Education District

Enhancing educational opportunities through interdistrict cooperation

Restrictive Procedures Oversight Committee Meeting Log

Members Present

Date:	Start:	Stop:
-------	--------	-------

Agenda: Review RP data collected. Identify frequency of RP by student, school, and type of procedure. Determine if any RP were used in a non-emergency situation, review injuries if they occur, and if any additional staff training is necessary. When multiple RP have been implemented with one student, patterns or problems will be explored concerning: time of day, day of the week, duration, individuals involved, or any other factor where similarities may be established. Trends in data will be reviewed and compared to historical data. Proposals will be made to minimize the use of RP in the district.

Review of Data	Discussion	Action
Injuries	<input type="radio"/> No <input type="radio"/> Yes	
Non-emergencies	<input type="radio"/> No <input type="radio"/> Yes	
Staff Training	<input type="radio"/> No <input type="radio"/> Yes	
Emerging Patterns		
Trends		
Proposals to Minimize RP		

Summary of Restrictive Procedures Form Physical Holding

Frequency of Use: Increase Decrease Same
 Duration of Use: Increase Decrease Same
 Were the positive interventions consistently used prior to use of a restrictive procedure? Yes No
 Were parents notified the same day of the procedure or w/in 2 days (written or electronic)? Yes No Explain:
 Was an IEP meeting scheduled? Yes No

Summary of Restrictive Procedures Form Seclusion

Frequency of Use: Increase Decrease Same
 Duration of Use: Increase Decrease Same
 Were the positive interventions consistently used prior to use of a restrictive procedure? Yes No
 Were parents notified the same day of the procedure or w/in 2 days (written or electronic)? Yes No Explain:
 Was an IEP meeting scheduled? Yes No

Summary of Prone Restraint Form

Frequency of Use: Increase Decrease Same
 Duration of Use: Increase Decrease Same
 Were the positive interventions consistently used prior to use of a restrictive procedure? Yes No
 Were parents notified the same day of the procedure or w/in 2 days (written or electronic)? Yes No Explain:
 Was an IEP meeting scheduled? Yes No

Summary of Staff Debriefing Meeting forms:

Is there a pattern of antecedents? Yes No Specify
 Is there a pattern of behaviors? Yes No Specify
 Is there a pattern of staff response? Yes No Specify
 Is there a pattern of interventions that helped return this student to his/her routine activities? Yes No

Is there a pattern of interventions that escalated student behaviors? Yes No Explain:

Were procedures routinely discontinued when threat of harm ended? Yes No

Were procedures routinely used only in an emergency? Yes No

Members of the Review Team:

Goodhue County Education District #6051 Staff Debriefing Meeting

Student Name: _____ DOB: _____ Building: _____
Date of Debrief: _____ Date of Incident: _____

Student on an IEP: Yes ___ No ___ BIP in Place: Yes ___ No ___
Was IEP followed: Yes ___ No ___ Was BIP followed: Yes ___ No ___

If answered no, explain why:

Signatures of staff attending debrief (should include at least one person not involved in incident who has knowledge of behavior). Circle the Facilitator's signature:

Involved Staff: _____

Identify the antecedents, triggers and proactive interventions used prior to escalation. Briefly describe the impact of the less restrictive interventions. What behavior did the student exhibit to require a restrictive procedure? Was the intervention used to protect the child/others from injury or to prevent serious property damage? Describe student and staff behavior during the intervention.

What actions helped/what did not help?

Describe the procedure used to return the child to his/her routine activity, education setting, intervention, and/or site determined by the team, BIP and/or administrator.

Was the hold/seclusion an emergency? Yes ___ No ___
Was the hold/seclusion least intrusive? Yes ___ No ___
Did the hold/seclusion end when threat of harm ended? Yes ___ No ___
Is corrective action needed? Yes ___ No ___
Is the behavior likely to occur again? Yes ___ No ___

Follow-up action (to prevent need for future restrictive procedures):

Behavior History:

Other restrictive procedures used in the last 4 months? Yes ___ No ___
Restrictive procedures used twice in a month? Yes ___ No ___
Does the team see this as a pattern? Yes ___ No ___
Does the child's IEP team need to meet? Yes ___ No ___

Place a copy of these forms in the Child's Due Process File.
Send copies to the case manager, building administrator, and ¹⁹⁵ Goodhue County Education District Director.



Use of Restrictive Procedures: Seclusion

Date: _____

Student: _____

ID: _____

DOB: _____

School: _____

Grade: _____

Gender: _____

Part A. Is the student Hispanic/Latino?

Yes No

Part B. What is the student's race? (*Choose one or more*)

American Indian or Alaska Native

Asian

Black or African American

White

Native Hawaiian or Other Pacific Islander

Directions: Complete this form whenever a seclusion is used. All students must be monitored by an adult at all times. End the intervention when the threat of harm ends and staff determine that the student can safely return to the classroom or activity. A debriefing meeting must be held within two (2) days and a Staff Debriefing Meeting form completed.

Staff involved:

Name:

Position:

Signature of person completing this form:

Position:

Phone:

EMERGENCY

Was seclusion used to protect student or others from physical injury?

Yes No

Description of the emergency situation:

Description of the incident that led to seclusion:

SECLUSION

Location of the seclusion room:

Did the room meet the requirements of a room used for seclusion? Yes No
Was the room well lit, well ventilated, adequately heated and clean? Yes No
Did the room contain objects that a student may use to injure themselves or others? Yes No

Brief description of the student's behavior and physical status during seclusion:

Was seclusion the least intrusive intervention to effectively respond to the emergency? Yes No

Explain why a less restrictive intervention failed or was determined to be inappropriate or impractical:

Did the seclusion end when the threat of harm ended and staff determined that the student could safely return to the classroom or activity? Yes No

Explain:

Did staff directly observe the child during the seclusion: Yes No

Explain:

Did the student sustain an injury as a result of the seclusion: Yes No

Did staff sustain an injury as the result of the seclusion: Yes No

Time seclusion began: _____ Ended: _____ Total Time: _____

REMOVAL FROM SCHOOL

Was the student removed from school by a police officer at the request of school personnel: Yes No

PARENT NOTIFICATION

Parents must be notified the same day a restrictive procedure is used. A written or electronic notice must be sent home within two (2) days if unable to notify on the same day.

Parent: _____ Date: _____ Time: _____

Notified by: _____

How notified: _____

Use of Restrictive Procedure – Physical Holding

Student Name: _____ ID: _____ DOB: _____ Grade: _____
 School: _____ Date of Incident: _____

Ethnicity: Is the student Hispanic/Latino? Yes No
 What is the student's Race? (choose one or more)
 American Indian or Alaska Native Asian
 Black or African American White
 Native Hawaiian or Pacific Islander

Directions: The staff person who implemented or oversaw a physical hold must complete this form each time a physical hold is utilized.

Staff Involved:

Name:	Position	Role	Trained
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Person completing form: _____ Title: _____

EMERGENCY

Was physical holding used to protect student or others from physical injury: Yes No

Description of the emergency situation:

Description of the incident that led to physical holding:

PHYSICAL HOLDING

Description of the physical holding and a brief description of the student's behavioral and physical status:

Was physical holding the least intrusive intervention to effectively respond to the emergency? Yes No
Explain why a less restrictive intervention failed or was determined by staff to be inappropriate or impractical:

Did physical holding end when the threat of harm ended and staff determined that the student could safely return to the classroom or activity? Yes No
Explain:

Did staff directly observe the child during physical holding? Yes No
Explain:

Did staff sustain an injury as a result of the physical holding: Yes No

Did the student sustain an injury as a result of the physical holding: Yes No

Time physical holding began: _____ Ended: _____ Total time: _____

Removal From School

Was the student removed from school by a police officer at the request of school personnel: Yes No

Parent Notification

Parents must be notified the same day a restrictive procedure is used. A written or electronic notice must be sent home within two (2) days if unable to notify on the same day.

Parent: _____ Date: _____ Time: _____

Notified by: _____

How notified: _____

Goodhue County Education District #6051
Seclusionary Locked Time Out Inspection Form

Building: River Bluff Education Center **Date of Inspection:** August 17, 2015

Room #: D100.6 **Person(s) Completing Form:** Cherie Johnson

Fire Marshall checked on: August 17, 2015

Registered with MDE on: November 3, 2015

Room Measurement: 6'x5'4"

Description of Lighting, Ventilation and Heating: LED fixture. Ventilation goes through room at ceiling level – no opening into room

Plan for Maintenance and Cleaning after Use: The room is cleaned daily by the building custodial staff. Staff who use Room #D100.6 for seclusion will ensure the cleanliness of the room prior to and after each use.

Window Measurement: Room # D100.6 has a window in the door that measures 24"x4". When standing in front of the window, staff is able to see into the entire room.

Location of fixtures including electrical outlets, switches, smoke detectors, heating and ventilation fan and lights: There is one photoelectric smoke detector in the ceiling, a dimmer switch on the South wall, a sprinkler head in the ceiling(light hazard, quick response, security type sprinkler head), a ceiling diffuser (ducted supply air with a fire damper), and a return air grille in the ceiling (ducted return air with a fire damper).

- Are all fixtures tamperproof? Yes

Description of ceiling (height and type): Painted drywall and a height of 9ft above finished floor.

- Is ceiling secure? Yes No

Door and locking mechanisms:

- Does the door open out? Yes No
- Does the door lock? Yes No If yes, the locking mechanism must meet the following:
 - The lock immediately releases upon activation of the fire alarm and sprinkler system? Yes No
 - The locking device is designed to fail in the open position? Yes No
 - The locking mechanism has been approved by the local authorities indicating that it complies with all applicable building, fire, and safety codes? Yes No
- The district's plan for monthly testing of the locking mechanism is Custodian will check monthly.

Describe for the school will ensure the room does not contain any objects the child may use to injure the child or others: School staff will check Room # D100.6 prior to use and after each use and immediately remove any objects that could be used to injure the child or others.

Any room that does not meet the MN law and statutory provisions must be repaired. The district's plan for repair is: If at any time the room, locking mechanism, or any item in the room is found to be in need of repair, use of the room will immediately cease until repair can be made. Needed repairs will be reported to the Custodian and the Goodhue County Education Director.



The Goodhue County Education District has one room used for seclusion during the ~~2021-2022~~ 2022-2023 year.

To meet all of the requirements of 125A.0942 subd 1(3), staff who use **restrictive procedures** will complete training in the following skills and knowledge areas.

Skills and Knowledge Areas **River Bluff Education Center**

- 1. Positive behavioral Interventions * PCMA
- 2. Communicative intent of behavior * PCMA
- 3. Relationship building * PCMA
- 4. Alternatives to restrictive procedures * PCMA
- 5. De-escalation methods * PCMA
- 6. Standards for using restrictive procedures * PCMA
- 7. Obtaining emergency medical assistance * PCMA
- 8. Psychological/Physiological impact of physical holding and seclusion * PCMA
- 9. Physical signs of distress during restraint * PCMA; OH State Medical Info
- 10. Recognizing symptoms of asphyxia during restraint * PCMA

AGREEMENT

between

GOODHUE COUNTY EDUCATION DISTRICT

DISTRICT NO. 6051-61

and

EDUCATION MINNESOTA – EDUCATIONAL SUPPORT PARAPROFESSIONALS

LOCAL NO. 7371

for

~~2020-2021~~2022-2023 and ~~2021-2022~~2023-2024

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ARTICLE I

PURPOSE

SECTION 1. PARTIES: This Agreement is entered into between Goodhue County Education District, Red Wing, Minnesota, hereinafter referred to as the Education District, and the Education Minnesota - Educational Support Professionals, Local No. 7371, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for paraprofessionals.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the Education District recognizes Education Minnesota - Educational Support Professionals, Local No. 7371, as the exclusive representative of paraprofessionals employed by the Education District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all the paraprofessionals of the Education District as defined in this Agreement and in the PELRA.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term, “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the Education District’s personnel policies affecting the working conditions of the employees.

SECTION 2. PARAPROFESSIONAL: The word, “paraprofessional,” shall mean all persons in the appropriate unit employed by the Education District, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other employees excluded by law.

SECTION 3. EDUCATION DISTRICT: For purposes of administering this Agreement, the term, “Education District,” shall mean the Education District Board or its designated representative(s).

SECTION 4. DIRECTOR: The word, “Director,” shall mean the Education District Executive Director who is the chief administrative officer.

SECTION 5. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

**ARTICLE IV
EDUCATION DISTRICT RIGHTS**

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the Education District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. EDUCATION DISTRICT BOARD RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of its member school districts.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all paraprofessionals covered by this Agreement shall perform the services prescribed by the Education District Board and shall be governed by the laws of the State of Minnesota, and by Education District Board rules, regulations, directives, and orders issued by properly designated officials of the Education District. The exclusive representative also recognizes the right, obligation, and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, and directives, from time to time, as

deemed necessary by the Education District Board insofar as such rules, regulations, and directives, are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the Education District, all paraprofessionals covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, and directives, or orders, shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the Education District.

ARTICLE V PARAPROFESSIONAL RIGHTS

SECTION 1. RIGHT TO VIEWS: Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any paraprofessional or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN: Pursuant to the PELRA, paraprofessionals shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Paraprofessionals in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such paraprofessionals.

SECTION 3. REQUEST FOR DUES CHECK OFF: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the paraprofessional involved, the Education District will deduct from the paraprofessional's paycheck the dues that the paraprofessional has agreed to pay to the paraprofessional's organization.

SECTION 4. FAIR SHARE FEE: In accordance with the PELRA, any paraprofessional included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any paraprofessional shall not exceed his/her pro rata share of the specific expenses incurred for services rendered by the Exclusive Representative in relation to negotiations and administration of grievance procedures for paraprofessionals in the appropriate unit.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment and the name of each paraprofessional to be assessed to the Education District and the written notice of the amount to each paraprofessional to be assessed the fair share fee.

A challenge by a paraprofessional or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Minnesota Bureau of Mediation Services (BMS), the Education District, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Education District shall deduct the fee from the earnings of the paraprofessional and transmit the fee to the exclusive representative within 30 days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Education District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the Education District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which

any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided in this Agreement.

SECTION 5. PERSONNEL FILES: All evaluations and files relating to each individual paraprofessional shall be available during regular Education District business hours to each individual paraprofessional upon his/her written request. The paraprofessional shall have the right to reproduce any of the contents of the file at the paraprofessional's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the Education District may destroy such files as provided by law. The paraprofessional shall be notified upon the placement in his/her file of material and/or information which reflects upon his/her professional performance.

SECTION 6. EXCLUSIVE REPRESENTATIVE LEAVE: Four exclusive representative leave days shall be granted with pay per contract period to be used as designated by the exclusive representative for duties in regard to the exclusive representative's organizational needs. Substitute costs will be reimbursed by the exclusive representative. All notifications of use shall be in writing to the Director at least 5 days prior to the absence and shall include names and amount of time off required.

SECTION 7. COMMUNICATING WITH MEMBERS: The Education District agrees to allow the exclusive representative use of its facilities and resources for the purpose of communicating with its members. The Education District's resources include, but are not limited to, the use of email, Education District mailboxes (so long as the union physically distributes the communication in the mailbox), a designated bulletin board for the exclusive representative, and the telephone system. The exclusive representative agrees that it will not use such resources to disturb or interfere with the educational process.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

SECTION 1. BASIC COMPENSATION:

Subd. 1. ~~2020-2021~~2022-2023 Rates of Pay: The ~~2020-2021~~2022-2023 rates of pay shall be according to SCHEDULE B attached, and the paraprofessional shall advance 1 increment on the salary schedule per SECTION 5. below.

Subd. 2. ~~2021-2022~~2023-2024 Rates of Pay: The ~~2021-2022~~2023-2024 rates of pay shall be according to SCHEDULE B attached, and the paraprofessional shall advance 1 increment on the salary schedule per SECTION 5. below.

Subd. 3. Pay Schedule: Paraprofessionals shall be paid twice per month on the 15th and 30th, except in February when the second payment will be made on the last day of that month. Paraprofessionals may choose either 18 or 24 pay periods. For paraprofessionals that choose 24 pay periods, salary will be estimated by multiplying daily hours times days to be worked. The Education District will true the final salary up prior to the June 30th pay period. September 15th shall be the initial payroll date of each school year.

Subd. 4. Longevity: Longevity increases will be given as described below:

5-9 years of service in the Education District	\$.75/hour
10 –14 years of service in the Education District	\$1.00/hour
15+ years of service in the Education District	\$1.25/hour

Longevity will be paid out in 18 or 24 pay periods.

Subd. 5. Reimbursement for Broken Personal Items: The Education District, upon proper documentation, such as receipts, will reimburse employees up to \$250 annually for expenses not covered by Education District insurance incurred in repairing or replacing personal items broken by students while the employees are performing their assigned duties. These items may include, but are not limited to: eyeglasses, hearing aids, clothing and communication devices. A written report of the incident must be provided to the Executive Director within 24 hours. Requests for reimbursement must be made to the Executive Director within one month of the incident. The Education District reserves the right to provide uniform clothing that must be worn.

SECTION 2. SALARY SCHEDULES:

Subd. 1. Status of Salary Schedule: The salary schedule shall not be construed as a part of a paraprofessional's contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a paraprofessional shall be compensated according to the previous year's compensation until such time that a successor Agreement is fully ratified.

Subd. 2. Withholding of Salary Increase: An individual paraprofessional's advancement is subject to the right of the Education District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 3. NEW PARAPROFESSIONAL: A new paraprofessional shall be placed on such step of the salary schedule as agreed between the Education District and the paraprofessional.

SECTION 4. EDUCATION DISTRICT DISCRETION: The Education District may, in its sole discretion, compensate paraprofessionals above the salary schedule. The Exclusive Representative and Director will meet on or before June 1 of each year to review situations that vary from the salary schedule.

SECTION 5. INCREMENT STEP: A paraprofessional must work at least 50% or more of the scheduled work year to be eligible for the next step of the wage schedule the following year.

SECTION 6. PAY DEDUCTIONS: Whenever pay deduction is made for a paraprofessional's absence, the hourly salary shall be deducted for each hour absent.

SECTION 7. PAYMENT FOR SUMMER WORK: All paraprofessionals, employed by the GCED or one of the GCED's member districts, working extended school year programs shall be paid the hourly paraprofessional wage established during the previous school year. If no hourly wage was established during the previous year, or the paraprofessional has not worked for the GCED or one of the GCED's member districts during the previous school year, the

paraprofessional will be placed on the GCED Paraprofessional Salary Grid in Schedule B based on experience.

SECTION 8. INCENTIVE POLICY: The Incentive Policy encourages paraprofessionals to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the District also at times provides training and education on the District's time and at the District's expense. These activities would not be eligible for incentive credit. The Incentive Program is described below:

Subd. 1. Increments: Thirty (30) hours are required to receive the 10 cents increase to a maximum of 150 hours. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.

Subd. 2. Start of Policy: Incentive training must have been obtained after July 1, 2017, in order to qualify for incentive pay.

Subd. 3. Preapproval: Incentive pay experience must be pre-approved by members of the incentive committee which shall be made up of the Assistant Director/Principal and Executive Director. Once properly documented and submitted to the Executive Director the pay adjustment will be made. Credits submitted to the committee must be submitted to the Executive Director prior to September 1st and/or February 1st. Credits submitted by September 1st and approved will result in a salary change for the entire school year. Those submitted by February 1st and approved will result in a one-half (1/2) year salary change. There are no time limits on putting the thirty (30) hours together.

SECTION 9. ABSENCE OF REGULARLY ASSIGNED TEACHER: In the event the regularly assigned classroom teacher is not present in their regular assigned classroom for one and one-half or more clock hours the most senior paraprofessional normally assigned and working with the absent teacher shall receive his/her current rate of pay plus an additional \$3.00 per hour for student contact hours. When the teacher's absence is for

one and a half or more hours, all consecutive hours will qualify for the additional \$3.00 dollar per hour.

Subd. 1. In the absence of both the teacher and regularly assigned paraprofessional, all paraprofessionals normally assigned in this classroom will alternate the days or hours equally for submitting absence of classroom teacher pay. The paraprofessionals alternating pay will keep track of their extra duty assignment pay.

Subd. 2. On a community outing/field trip when the regular Education District classroom teacher or a hired Education District substitute teacher is not in attendance for two and one-half consecutive hours or more, one Education District designated paraprofessional shall receive his/her current rate of pay plus an additional \$4 per hour for student contact hours.

Subd. 3. The \$4 per hour increase does not refer to or include the time paraprofessionals are out of the classroom or in the community in a job coaching assignment or job training assignment. (Ex: bagging groceries, school office sorting mail, attending a workshop through a future employer).

ARTICLE VII

GROUP INSURANCE

SECTION 1. SELECTION: The selection of the insurance carrier and policy shall be made by the Education District as provided by law subsequent to the Education District Board's review of the insurance committee input.

SECTION 2. HEALTH, HOSPITALIZATION, DENTAL, LONG-TERM DISABILITY (LTD), AND LIFE INSURANCE:

Subd. 1. Single or Family Coverage: The Education District shall contribute the sum as reflected in SCHEDULE A, attached hereto, toward the premium for individual coverage for each paraprofessional working at least 6 hours per day and 175 days per year. If the actual premium is less than the stated amount, the contribution difference shall be retained by the Education District Board.

Subd. 2. LTD Insurance: Long Term Disability shall be available for paraprofessionals working a minimum of 5 hours a day and 175 days per year. The Education District shall contribute the full premium for said coverage for paraprofessionals working this minimum.

Subd. 3. Life Insurance: The Education District will contribute the full cost of the premium for a \$ ~~25,000~~ \$50,000 life insurance policy for those paraprofessionals working at least 5 hours per day and 175 days per year.

SECTION 3. CLAIMS AGAINST THE EDUCATION DISTRICT: The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the Education District pursuant to this section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier if the District has purchased the policies and paid the premiums described herein.

ARTICLE VIII

LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

Subd. 1. Earning: Employees must work at least 20 hours a week to qualify for sick leave benefit. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. A 9 month paraprofessional shall earn sick leave at the rate of 9 days each year of service in the employ of the Education District. Annual

sick leave shall accrue monthly as it is earned on a proportionate basis to the paraprofessional's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 130 days of sick leave per paraprofessional.

Subd. 3. Use: Sick leave use is defined in MN Statute 181.9413. A paraprofessional may use sick leave provided by the Education District for absences due to an illness or injury to the paraprofessional's child, including a stepchild and a biological, adopted, and foster child, under the age of 18 or an individual under 20 who is still attending secondary school, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as paraprofessional attendance may be necessary, on the same terms upon which paraprofessional is able to use sick leave benefits for paraprofessionals own illness or injury.

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

A paraprofessional may use sick leave as allowed under this section for safety leave, whether or not the paraprofessional's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the paraprofessional or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in MN Statute 181.9413.

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

Subd. 4. Medical Certificate: The Education District may require an employee to furnish a medical certificate from a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the

final determination as to the eligibility of a paraprofessional for sick leave is reserved to the Education District. In the event that a medical certificate will be required, the paraprofessional will be so advised.

Subd. 6. Approval: Sick leave pay shall be approved only upon following sick leave procedures in the Education District Staff Handbook.

SECTION 2. WORKERS' COMPENSATION: Pursuant to M.S. chapter 176, a paraprofessional injured on the job in the service of the Education District and collecting workers' compensation insurance may draw sick leave and receive full salary from the Education District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Paraprofessionals injured by a student assault in the course of their daily work will be able to use up to three (3) days of sick leave per incident with no deduction from their current accumulation, if the incident qualifies for workers' compensation coverage; medical verification will be required by the Education District. If the incident does not qualify for workers' compensation coverage, the paraprofessional will be required to use sick leave for time missed. In addition, the Education District, through its workers' compensation insurance carrier, is responsible for the cost of the injured employee's medical treatment and supplies, including but not limited to psychological, chiropractic, podiatric, surgical, and hospital treatment as required by law.

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

SECTION 4. PERSONAL LEAVE:

Subd. 1. Use: Paraprofessionals must work at least 20 hours a week to qualify for personal leave benefits. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hour of leave. Personal leave may be granted to paraprofessionals working pursuant to a letter of appointment at the discretion of the Director of no more than 3 days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for paraprofessionals starting after the first day of school. Any unused personal leave at the end of the school year may be rolled over to the next school year for a maximum of 5 days.

Subd. 2. Requests: Requests for personal leave must be made in writing to the Director at least 3 days in advance. The Education District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have prior, written approval.

Subd. 3. Limitation: A personal leave day shall not be granted for the first and last days of the school year or on professional development days. Any exception shall be subject to the written approval of the Director. At any time, no more than 1 employee per program can be out on a personal leave with a limit for 2 total for the Education District. The limit of 2 total does not include those employees for whom substitutes are normally not hired.

Subd. 4. Pay for Unused Personal Leave: Paraprofessionals who have unused Personal Leave at the end of the contracted year reserve the right to receive payment at at their hourly rate or have the option to roll up to 2 days into the next year's Personal Leave for a maximum of 5 personal days in any one year or have the option to roll all or some of the unused personal leave days into sick leave. This applies to full or half days of unused personal leave and is not meant to be prorated in hourly increments. Paraprofessionals will submit the request by the last student contact day. If paraprofessionals do not submit a request for payment or request to roll personal leave into next year's personal leave, unused personal leave will be rolled into sick leave.

SECTION 5. FAMILY MEDICAL LEAVE:

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

Subd. 2. Requests: Requests for leave shall be made to the Director. Paraprofessionals must give 30 days' written notice of a leave of absence when practicable. Paraprofessionals are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District subject to and in coordination with the health care provider. Paid leave must be exhausted before unpaid leave may be used.

SECTION 6. JURY SERVICE: A paraprofessional who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District.

SECTION 7 MILITARY LEAVE: Military leave shall be granted pursuant to applicable law.

SECTION 8 MEDICAL LEAVE:

Subd. 1. Eligibility: A paraprofessional who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for LTD insurance shall, upon request, be granted a medical leave of absence, without pay, for up to 1 year. The Education District Board may, in its discretion, renew such a leave.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a qualified physicians or clinical psychologists, authorized to practice, and performing within the scope of their practice, under state law, written statement

outlining the condition of health and estimated time by which the paraprofessional is expected to be able to assume normal responsibilities.

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

SECTION 10. GENERAL LEAVES OF ABSENCE:

Subd. 1. Application: Paraprofessionals with a minimum of 3 years of service in the Education District may apply in writing for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the Education District Board.

Subd 2. Notification: A paraprofessional on such leave shall notify the Education District Board in writing of their intent to return by April 1 of the final leave year. . The granting of an extension shall be at the sole discretion of the Education District Board. The Education District Board may also, at its sole discretion, waive the April 1 notice date if it determines special circumstances are involved.

SECTION 11. SICK LEAVE BANK:

Subd. 1. Significant Illness: A “significant illness” is defined as a medical or psychological condition that causes the teacher to be absent from his/her teaching duties for 30 or more continuous contract days. Certification of “significant illness” by a qualified physician or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law is required.

Subd. 2. Donation: The sick leave bank will be created as the result of each paraprofessional, on a voluntary basis, donating 1 of his/her paid sick days each school year. In order to be eligible to donate, a paraprofessional must have at least 20 days of accrued accumulated sick leave.

Subd. 3. Use: All paraprofessionals will have 1 opportunity at the beginning of every school year to donate to the sick leave bank. The number of donated accumulated sick leave days which a paraprofessional may receive is limited to the number of sick leave days donated, but may not continue beyond the paraprofessional's eligibility for long-term disability.

Subd. 4. Administration: The sick leave bank will be administered by a committee of 2 representatives from the Education District, 1 of whom shall be the Director or his/her designee, and 2 representatives from the exclusive representative, 1 of whom shall be the president or his/her designee. Among its duties, this committee will be responsible for explaining the sick leave bank to paraprofessionals and providing them with sufficient advance notice and opportunity to determine whether to participate in the bank. All paraprofessionals will notify the Education District in writing of their decision to either participate or not participate in the bank. Sick leave benefits from the bank will be awarded in increments of 1 day; provided, however, that the paraprofessional may return to work sooner, and the unused days will be returned to the bank. A paraprofessional may not receive more than 60 days from the sick leave bank during any rolling 5-year period.

ARTICLE IX

HOURS OF SERVICE

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

SECTION 2. BUILDING HOURS: The specific hours at an individual building may vary according to the needs of the educational program of the school district to which the paraprofessional is assigned. The specific hours for the paraprofessional will be designated by the Director.

SECTION 3. ADDITIONAL ACTIVITIES: In addition to the basic day, paraprofessionals shall be required to reasonably participate in Education District activities beyond the paraprofessional's basic day as authorized by the Director. The normal duties for paraprofessionals include a reasonable share of training and supervisory activities.

Subd. 1. **Definition:** For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled work day that is assigned in writing by the Executive Director or designee.

Subd. 2. **Applicability:** Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. **Rate of Pay:** Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked, except when the accumulated weekly hours, including regularly assigned work hours, plus the extracurricular work hours, exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

SECTION 4. EMERGENCY DAYS: Snow Days: In the event that school is closed for any emergency and the district designates the day as a distance learning day, an e-learning day or a snow day, paraprofessionals will be contacted by the Executive Director or designee and provided assignments. If provided professional development activities, these must be completed within 5 school days. If a paraprofessional is in attendance at school and paraprofessionals are sent home by the Executive Director or designee due to an emergency, inclement weather, or other unforeseen circumstances, the paraprofessional will be paid for hours worked. Paraprofessionals may use a personal leave day for the absence or make-up the absence with supervisor approval. Paraprofessionals shall be released once all students are safely accounted for and accommodated.

ARTICLE X

LENGTH OF THE SCHOOL YEAR

SECTION 1. ESTABLISHED CALENDAR: Paraprofessional Duty Days: Prior to June 1 of each school year, the Education District Board shall establish the number of school days and paraprofessional duty days for the next school year. The paraprofessional shall perform services on those days as determined by the Education District Board, including those legal holidays on which the Education District Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of a minimum of 178 duty days and a minimum of 174 student contact days.

SECTION 2. MODIFICATION IN CALENDAR, LENGTH OF SCHOOL DAY:

Subd. 1. Calendar Modifications: In the event of energy shortage, severe weather, or other emergency condition, the Education District reserves the right to modify the Education District calendar, and, if school is closed on a normal duty day(s), the paraprofessional shall perform duties on such other day(s) in lieu thereof as the Education District shall determine. However, the paraprofessional's duty days shall not exceed their contracted year.

Subd. 2. Other Modifications: In the event of energy shortage, severe weather, or other emergency condition, the Education District may modify the duty day or duty week, but

with the understanding that the total number of hours shall not be increased, i.e., a 4-day week with increased hours per day but the total weekly hours not more than the regular 40 hour week.

Subd. 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week, the Education District shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XI

VACANCIES

SECTION 1. VACANCIES: A qualified paraprofessional may apply for any vacancy that occurs within the Education District.

Subd. 1. Length of Posting: During the school year, open positions will be posted for a minimum of 5 working days on the Education District website, at River Bluff Education Center, and by notifying the exclusive representative. Positions that become open during summer months will be posted on the Education District website and at River Bluff Education Center. The exclusive representative will be notified, within one working day, of all open positions.

Subd. 2. Assignments: As soon as practicable, the Director shall deliver to each paraprofessional a Letter of Assignment for the following school year. The Exclusive Representative will also receive monthly Education District Board minutes through Boardbook.

ARTICLE XII

SENIORITY AGREEMENT

SECTION 1. SENIORITY AGREEMENT:

Subd. 1. Preparation: The Education District Board shall annually, by December 1, cause a seniority list which includes name, date employed, position/location and years worked to be prepared from its records. The prepared Seniority List will be emailed to each member's school email address. Seniority will be determined by date of employment.

Subd. 2. Request for Change: Any person whose name appears on such a list and who may disagree with the findings of the Education District and the order of seniority in said list shall have 10 days from the date of posting to supply written documentation, proof, and request for seniority change to the Education District.

Subd. 3. Final List: Within 10 days thereafter, the Education District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Education District deems warranted. A final seniority list shall thereupon be prepared by the Education District, which list, as revised, shall be binding on the Education District and any paraprofessional. Each year thereafter, the Education District shall cause such a seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Paraprofessionals shall acquire seniority upon completion of the six (6) month probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one (1) paraprofessional commences work on the same date, seniority ranking shall be determined by granting the higher seniority ranking to the paraprofessional with the earliest signature on their initial Notice of Assignment for that role.. A paraprofessional who is properly discharged or who resigns shall forfeit accrued seniority. In the event of reemployment, seniority accrual shall begin as of the date of re-employment.

SECTION 2. REDUCTION OF WORKFORCE: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions by more than an hour per day. Upon receipt of a notice of layoff, an employee shall retain their seniority and right to recall within their classification in seniority order for a period of 2 calendar years, beginning with the effective date of layoff. In the event the Education District reduces the paraprofessional work force within the Education District, such layoff shall occur in reverse seniority order.

Subd. 1. Notification: The Education District shall identify the position(s) being terminated and/or reduced by more than 1 hour per day. Notice of such layoffs or reduction in hours shall be given to the employees affected, on or before June 15 of each year. The designated Union representative will be notified by the Education District with the names of any paraprofessionals whose jobs are eliminated or have hours reduced by more than 1 hour per day within 10 calendar days of the action.

Subd. 2. Right to Position: An employee whose position is affected by a reduction as discussed above shall have the right to replace any less senior employee in the same classification provided the employee is qualified for the position selected, as determined by the

Education District. The replacement procedure shall be repeated until the employee with the least seniority is laid off or an employee waives their right of seniority in writing.

SECTION 3. RECALL: Employees shall be recalled in inverse order of seniority within classification. Only employees who have completed their probationary period are eligible for recall. Employees who choose not to return shall be terminated from their employment in the respective classification, with no right of recall.

Subd. 1. Notice of Recall: If school is in session, notice of recall shall be hand delivered to the employee. If school is not in session, notice of recall shall be by certified mail to the address on record in the employee personnel file. Response to the notice of recall must be made in writing to the Education District main office within 7 calendar days, excluding legal holidays, after receipt of such notice. If the notice of recall cannot be delivered to the address on record, the employment of the employee may be terminated after 7 calendar days, excluding legal holidays, following the attempted delivery.

Subd. 2. Seniority Status: Upon returning to the Education District position, the employee shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the Education District prior to the layoff. If an employee is recalled, the employee will be credited for the accumulated sick leave and vacation leave that the employee had when placed on layoff.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 1. Meet and Confer: The Director or designee, Education District Board Representatives, and up to three (3) paraprofessionals appointed by the Exclusive Representative will meet for the purpose of reviewing the administration of the Agreement, and to resolve problems of interpretation and administration that may arise as needed.

Subd. 1: Agenda. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of the items discussed.

Subd. 2: Meetings. All meetings will be scheduled to take place at mutually agreed upon times when the representatives involved are free from assigned work responsibilities. Meetings are not intended to bypass the grievance procedures.

SECTION 2. PROBATIONARY PERIOD: A paraprofessional, under the provisions of this Agreement, shall serve a probationary period of two (2) calendar years from the date of (continuous) hire during which time the Education District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such a paraprofessional. In the event the Education District terminates a probationary paraprofessional at the end of a school year and rehires the paraprofessional within four (4) months of the termination, the paraprofessional's previous probationary employment period shall be credited toward their probationary period of two (2) calendar years from the date of (continuous) hire. During the probationary period, the paraprofessional will receive two performance appraisals during each calendar year. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15.

SECTION 3. COMPLETION STIPEND: Paraprofessionals employed through the end of the school calendar and not on an improvement plan, will receive a \$1000 completion stipend payable in June. Paraprofessionals hired after the start of the year will have this completion stipend prorated by the number of days they are contracted over 178 days or the total number of paraprofessional work days in that school calendar.

ARTICLE XIV
GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by a paraprofessional, group of paraprofessionals, and/or the exclusive representative resulting in a dispute or disagreement between the paraprofessional, group of paraprofessionals and/or the exclusive representative and the Education District as to the interpretation of the application or terms and conditions contained in this Agreement.

SECTION 2. REPRESENTATION: The paraprofessional or group of paraprofessionals, may represent themselves during the informal level and Levels I, II, and III of the Grievance Procedure or may be represented by the Exclusive Representative. Only the Exclusive Representative has the right to pursue a grievance to arbitration. The administrator or Education District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday designated by state law, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday designated by state law.

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Education District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the paraprofessional and the Education District's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The Education District and the paraprofessional, group of paraprofessionals, and/or exclusive representative shall attempt to resolve all grievances which may arise during the course of employment through informal discussion in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Education District's designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Director, the Director or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Director or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Education District Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the Education District Board, the Education District Board shall set a time to hear the grievance within 20 days after the meeting. The Education District Board shall issue its decision

in writing to the parties involved. At the option of the Education District Board, a committee or representative(s) of the Education District Board may be designated by the Education District Board to hear the appeal at this level and report the findings and recommendations to the Education District Board. The Education District Board shall then render its decision.

SECTION 6. EDUCATION DISTRICT BOARD REVIEW: The Education District Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Education District Board or its representative(s) notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the Education District Board reviews a grievance under this section, the Education District Board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: Failure by the Education District Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the paraprofessional may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the Exclusive Representative and the Education District are unable to resolve any grievance, the grievance may be submitted to arbitration by the Exclusive Representative as defined in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the office of the Director within 10 days following the decision in Level III above.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within 5 days after notice of appointment, forward to the arbitrator, with a copy to the Director, the submission of the grievance which shall include the following:

- (1) the issues involved,
- (2) statement of the facts,
- (3) position of the grievant,
- (4) the written information relating to Section 5. above.

The Education District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. The decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid for equally.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligation of the Education District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the paraprofessional shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XV
SUSPENSION WITHOUT PAY**

SECTION 1. DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL

DISTRICT EMPLOYEES: Progressive discipline procedures are covered in Education District Policy 403.

SECTION 2. WITHOUT PAY: A paraprofessional may be suspended without pay for reasons addressed in Education District Policy 403.

SECTION 3. NOTICE: Suspension shall take effect upon the paraprofessional's receipt of written notification from the Director, stating the grounds for suspension together with a statement that the paraprofessional may make a written request within 5 work days after receipt of such notification for a hearing before the Education District Board to review the suspension. If no hearing is requested within such 5-work-day period, the paraprofessional shall be deemed to have acquiesced to the suspension.

SECTION 4. HEARING: If the paraprofessional requests a hearing within the 5-work-day period, the hearing shall take place within 10 work days after receipt of the request for hearing. At the option of the Education District Board, the hearing may be by a committee or a designated representative of the Education District Board. The Education District Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the paraprofessional shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the Education District Board. The paraprofessional shall be notified of the date, time, and place of the hearing, and the Education District Board shall issue its decision within 10 work days after the conclusion of the hearing.

SECTION 5. GRIEVANCE: The decision of the Education District Board shall be subject to the grievance procedure commencing at the arbitration level, provided written notification requesting arbitration is received by the Director within 5 work days after receipt of the Education District Board's decision.

ARTICLE XVI

DURATION

SECTION 1. TERMS AND REOPENING NEGOTIATIONS: The Agreement shall remain in full force and effect for period commencing upon the date of its execution through June 30, ~~2022~~2024 , and thereafter as provided by the PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, ~~2020~~ 2022, it shall give written notice of such intent to the other party no later than May 1, ~~2022~~ 2024. If such notice is not timely served, the Education District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

SECTION 2. EFFECT: This Agreement constitutes the full and complete Agreement between the Education District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and Education District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the Education District to continue or discontinue existing or past practices or prohibit the Education District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

SECTION 3. FINALITY: Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. SEVERABILITY: The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the application of any provision of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: **The Education District Board:**

Education District Board Chair

Date: _____

Officer of Business Affairs

Date: _____

For: **The Exclusive Representative:**

President

Date: _____

Chair, Negotiation's Committee

Date: _____

SCHEDULE A

INSURANCE PAYMENTS

The Education District will contribute:

- A. (1) for ~~2020-2021~~ 2022-2023 and for 2023-2024: \$ ~~500.00~~ 568.00 per month to pay health-hospitalization insurance for paraprofessionals working at least 6 hours per day and 9 months per year. ~~for 2021-2022 2023-2024: \$ 500.00-568.00 per month to pay health-hospitalization insurance for paraprofessionals working at least 6 hours per day and 9 months per year.~~
- (2) for 2022-2023 and for 2023-2024: \$16.00 per month to pay the paraprofessional's single dental insurance; \$37.00 per month to pay the paraprofessional's and dependent's dental insurance if the paraprofessional has legal dependents.

SCHEDULE B

2022-24		Reg.-Ed. Para	EC/SPED Para	EC/SPED Para	Setting IV Para	Setting IV Para
	1	13.67	14.17		14.79	
	2	14.14	14.65		15.26	
	3	14.63	15.12		15.75	
	4	15.09	15.59		16.21	
	5	15.57	16.07		16.69	
	6	16.04	16.55		17.16	
	7 1	16.52	17.02	\$18.00	17.65	\$23.00
	8 2	16.99	17.49	\$18.50	18.11	\$23.50
	9 3	17.46	17.97	\$19.00	18.57	\$24.00
	10 4	17.95	18.45	\$19.50	19.07	\$24.50
	11 5	18.42	18.92	\$20.00	19.53	\$25.00

Step Placement for 2022-23:

Paraprofessionals will be placed on the grid by taking the Step they were on in the 2021-22 School Year and subtracting 6. If the resulting number is negative, the paraprofessional will be placed on Step 1.

~~¶~~
~~SALARY SCHEDULE¶~~
~~—2020-2021-2022-2023¶~~
~~¶~~

¶ Step¶	¶ Reg.-Ed.¶ Para¶	¶ EC/SPED¶ Para¶	¶ Setting-IV¶ Para¶
1¶	13.40¶	13.90¶	14.50¶
2¶	13.87¶	14.37¶	14.96¶
3¶	14.35¶	14.83¶	15.44¶
4¶	14.80¶	15.29¶	15.89¶
5¶	15.27¶	15.76¶	16.36¶
6¶	15.73¶	16.23¶	16.82¶
7¶	16.20¶	16.69¶	17.30¶
8¶	16.66¶	17.15¶	17.75¶
9¶	17.12¶	17.62¶	18.21¶
10¶	17.60¶	18.09¶	18.69¶
11¶	18.06¶	18.55¶	19.15¶

~~¶~~

~~SALARY SCHEDULE¶~~

~~2021-2022-2023-2024~~

¶

Step	Reg. Ed. Para	EC/SPED Para	Setting IV Para
1	13.67	14.17	14.79
2	14.14	14.65	15.26
3	14.63	15.12	15.75
4	15.09	15.59	16.21
5	15.57	16.07	16.69
6	16.04	16.55	17.16
7	16.52	17.02	17.65
8	16.99	17.49	18.11
9	17.46	17.97	18.57
10	17.95	18.45	19.07
11	18.42	18.92	19.53

¶

¶

~~2020-2021-2022-2023 salary will increase one (1) step. 2021-2022-2023-2024 salary will increase one (1) step.~~

~~In the second year after reaching Step 11, a paraprofessional successfully completing a school~~

~~year will receive a \$200.00 stipend for that year and each subsequent year.~~

~~The steps listed above do not necessarily correspond to years employed.~~

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

SCHEDULE C

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

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

2. All paraprofessionals hired after July 1, 2021 will be automatically enrolled in a voluntary 403(b) plan. Fifty (\$50.00) dollars will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by EFS Advisors. EFS Advisors will be the responsible Fiduciary of the default investments. A paraprofessional can opt out of the plan within 90 days and withdrawals will be returned to the school and added back into the paraprofessional's paycheck. Paraprofessionals may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement. ~~Paraprofessionals that worked at least 90 days during the 2020-2021 school year and that enroll in this 403(b) plan beginning in the 2021-2022 school year will have \$500 contributed to their account once they transfer the initial account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.~~

<u>Years of Service in the Education District</u>	<u>Education District Match</u>
0-3	\$ 500 1,000
4-10	\$ 1000 1,500
11 -20 +	\$ 1250 2,000
21+	\$1500

Memorandum of Understanding
Student Teaching Leave

Version Dated TBD

The purpose of this Memorandum of Understanding (MOU) between the Goodhue County Education District (Education District) and the Education Minnesota – Education Support Paraprofessionals Local No. 7371 (Paraprofessionals) is to provide Student Teaching Leave on a trial basis to support personnel who desire to complete a student teaching practicum, internship, or similar field experience within the Education District for up to twelve (12) months that leads to licensure as a teacher in Minnesota.

1. The effective date of this MOU is July 1, 2022.
2. To be eligible for Student Teaching Leave, paraprofessionals must be on paid status and must have completed their probationary period.
3. Paraprofessionals will earn their current rate of pay for up to forty-five (45) days. Any additional time will be unpaid. Benefits will continue throughout the entirety of the leave.
4. Paraprofessionals will maintain their seniority status, personal leave, and sick leave during the paid or unpaid leave.
5. Paraprofessionals, Education District, and institution of higher education overseeing the assignment must agree to the location and supervising teacher.
6. Upon successful completion of the leave, paraprofessionals return to their current position if able to perform job duties. If that position is not available, the paraprofessional will be assigned to a different position in the Education District with comparable hours and pay.
7. Paraprofessionals must commit to completing licensure as a teacher in Minnesota and to continue working in the Education District for at least two years after completion of the leave. If either criteria is not met, paraprofessionals must reimburse the Education District for any salary and benefits earned while completing the leave.
8. Paraprofessionals may take leave under this MOU only one time during their career in the Education District.
9. A written request form to request leave must be submitted to the Education District Executive Director at least two months prior to the beginning of the leave unless the Executive Director waives the deadline due to extenuating circumstances.
10. This MOU expires on June 30, 2024 and will not be considered to be part of the Agreement between the Education District and Paraprofessionals.

FOR THE ASSOCIATION:

FOR THE EDUCATION DISTRICT:

President

Executive Director

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

**GOODHUE COUNTY EDUCATION DISTRICT
LEADERSHIP CONDITIONS OF EMPLOYMENT
CONTRACT FOR ~~2020-2022~~2022-2024**

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

RECITALS:

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

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

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

1. *Effective Date; Duration; Termination.* The term of this Agreement is two (2) years commencing on July 1, ~~2020-2022~~ and ending on June 30, ~~2022~~2024. Thereafter, this Agreement shall remain in full force and effect except if modified by mutual consent of the Education District and the Employee, unless Employee resigns or is terminated and/or discharged under Minn. Stat. §-122A.40, as amended.

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

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

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

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

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5. **Duty Year.** Employee's duty year shall be as adopted by the Education District's school board, and Employee agrees to perform services on those legal holidays on which the Education District is authorized to conduct school. Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with school board administrative policies. The duty year shall be outlined in Salary Grid. The District recognizes the following paid holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

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

7. *Personal Leave.* Employee may use up to four (4) paid personal leave days, non-accumulative, during each contract year. Employees who have unused Personal Leave at the end of the contracted year reserve the right to receive payment at the rate of \$300 per day/\$150 per half day or have the option to roll up to 1 day into the next year's Personal Leave for a maximum of 5 personal days in any one year. This applies to full or half days of unused personal leave and is not meant to be prorated in hourly increments. Employees will submit the request by June 30th for each contract year.

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

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

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

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

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

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

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

14.15. Mileage Reimbursement. The Education District shall reimburse Employee for business use of Employee’s privately owned automobile at the current IRS mileage reimbursement rate. The obligation to reimburse mileage shall not extend to commutes from Employee’s home to Employee’s regular place of work.

15.16. Conferences and Meetings. The Education District shall pay all legally valid expenses and fees for Employee’s attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Education District’s school board. Employee shall promptly advise Employee’s immediate supervisor in advance of all meetings and conferences that Employee will be attending. Employees may attend one (1) national conference yearly if approved by the Executive Director. Employee shall file itemized expense statements to be processed and approved as provided by law.

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

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

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

18.19. Career Increment. *A career increment will be added to the above salaries:*

Beginning of the 5th year \$500.

Beginning of the 6th year \$1000.

Beginning of the 10th year \$2000.

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

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

GOODHUE COUNTY EDUCATION DISTRICT

Dated: _____, ~~2020~~ 2022 By:

Board Chair

Clerk

Assignment	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director of Special Education and/or Principal	230	\$115,423	\$117,155	\$118,912	\$120,696	\$122,506	\$124,344
Director, Director of Special Education, Principal or combination of one or more	230	\$118,309	\$120,084	\$121,885	\$123,713	\$125,569	\$127,453
Assistant Director of Special Education and/or Principal	225	\$103,631	\$105,185	\$106,763	\$108,365	\$109,990	\$111,640
Assistant Director of Special Education, Principal or combination of the two	225	\$106,222	\$107,815	\$109,432	\$111,074	\$112,740	\$114,431
Assistant Director of Systems Development	225	\$100,858	\$102,370	\$103,906	\$105,465	\$107,047	\$108,652
Early Childhood Coordinator	225	\$94,212	\$95,625	\$97,060	\$98,516	\$99,994	\$101,493
Early Childhood Coordinator	225	\$96,567	\$98,016	\$99,487	\$100,979	\$102,494	\$104,030
Coordinator	220	\$84,949	\$86,223	\$87,516	\$88,829	\$90,161	\$91,514
Coordinator	220	\$87,073	\$88,379	\$89,704	\$91,050	\$92,415	\$93,802

Assignment	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director of Special Education and/or Principal	230	\$115,423	\$117,155	\$118,912	\$120,696	\$122,506	\$124,344
Director, Director of Special Education, Principal or combination of one or more	230	\$118,309	\$120,084	\$121,885	\$123,713	\$125,569	\$127,453
Assistant Director of Special Education and/or Principal	225	\$103,631	\$105,185	\$106,763	\$108,365	\$109,990	\$111,640
Assistant Director of Special Education, Principal or combination of the two	225	\$106,222	\$107,815	\$109,432	\$111,074	\$112,740	\$114,431
Assistant Director of Systems Development	225	\$100,858	\$102,370	\$103,906	\$105,465	\$107,047	\$108,652
Early Childhood Coordinator	225	\$94,212	\$95,625	\$97,060	\$98,516	\$99,994	\$101,493
Early Childhood Coordinator	225	\$96,567	\$98,016	\$99,487	\$100,979	\$102,494	\$104,030
Coordinator	220	\$84,949	\$86,223	\$87,516	\$88,829	\$90,161	\$91,514
Coordinator	220	\$87,073	\$88,379	\$89,704	\$91,050	\$92,415	\$93,802



SEE Districts

- Albany
- Albert Lea
- Annandale
- Anoka-Hennepin
- Austin
- Belle Plaine
- Big Lake
- Braham
- Buffalo-Hanover-Montrose
- Byron
- Cambridge-Isanti
- Cannon Falls
- Centennial
- Chisago Lakes
- Dassel-Cokato
- Delano
- East Central
- Faribault
- Forest Lake
- Fridley
- Hastings
- Hinckley-Finlayson
- Howard Lake-Waverly-Winsted
- Hutchinson
- Jordan
- Kasson-Mantorville
- Kimball
- Lake City
- Litchfield
- Maple Lake
- Medford
- Melrose
- Milaca
- Monticello
- Mora
- New London-Spicer
- New Prague
- North Branch
- Northfield
- Owatonna
- Paynesville
- Pine Island
- Princeton
- Prior Lake-Savage
- Rockford
- Rocori
- Rosemount-Apple Valley-Eagan
- Royalton
- Rush City
- Sartell-St. Stephen
- St. Francis
- St. Michael-Albertville
- Stewartville
- Waconia

Schools for Equity in Education (SEE) works to ensure that all public-school children have equal access to a high-quality education regardless of where they live in Minnesota. Our success does not depend on geography. Success depends on school districts with similar characteristics and their communities joining together to shape Minnesota politicians' education finance and policy decisions.

Working together, we will make a difference!

About SEE Districts

- SEE is a coalition of 54 Minnesota school districts. SEE districts serve approximately 230,000 children, approximately one-third of Minnesota's K-12 students.
- Two common characteristics bring SEE districts together:
 - * The student demographics in SEE school districts do not generate significant categorical aid or other funding from the state. Thus, SEE districts tend to receive the minimum in state funding.
 - * SEE districts tend to be lower-property wealth districts where the taxpayer cost for a school levy dollar is high. This makes it more expensive for taxpayers and challenging to pass voter-approved levies to make up for inadequate state funding.
- SEE districts range in size from less than 1,000 pupils to over 37,000. SEE districts are located across the state, including suburban and Greater Minnesota school districts.

Advantages of SEE Membership

A constant presence at the Minnesota Capitol lobbying on issues that impact your district.

- Speaking with one voice on shared issues enhances the ability to influence state funding and policy.
- SEE districts retain high-caliber, experienced lobbyists by leveraging their buying power with other districts.
- SEE lobbyists have a deep understanding of the legislative process and expertise in education funding and policy.

Understandable data and resources to support communication on the issues that impact SEE districts.

- SEE's staff can make complex issues understandable. For example, SEE's Capitol Pizza video simplified the issue of equity without having to understand the complexities of school finance.
- SEE maintains an excellent website with information specific to individual SEE districts to assist communications with your community and legislators. MinnPost declared that the SEE website was the go-to place for education funding information that, "... is home to an impressive collection of documents that might well be titled, "School Finance for Dummies.""
- See provides timely and accurate information through weekly legislative updates, daily blogs, and action alerts during the legislative session and continued research throughout the year.

“The quality of a child’s education should not depend on their zipcode.”



A SEE day at the Capitol brings community members together with their legislators.

More Advantages of SEE Membership

Professional development and networking at SEE meetings and events

- Excellent programming at **SEE general membership** meetings connects administrators and board members with educational experts and political insiders to discuss timely and relevant issues. CEUs are available. The meetings are held in Roseville. Previous program speakers included:
 - Key legislators, including House and Senate leadership and E-12 committee chairs, discussing their legislative priorities.
 - Dr. Bill Morris, one of Minnesota’s leading analysts of public opinion and political trends, sharing Minnesotan’s perspective on education and other issues.
 - A legislative session wrap-up from the Minnesota Department of Education, days after the end of the legislative session.
 - Dr. Clayton Cook, an expert on social-emotional learning from the University of Minnesota, communicating his research.
- Approximately seventy SEE members attend each of the six **general membership meetings**, providing excellent networking opportunities with colleagues that share similar interests and challenges.
- Additionally, at **SEE’s three annual regional meetings**, SEE staff meets directly with members in small group settings around the state to provide current information in a format that promotes questions and a free exchange of ideas.
- At SEE’s meetings and events, members become better informed and prepared to address funding and equity issues with their communities and legislators.

A community outreach liaison who educates and engages a growing network of education advocates including parents, community members, and business leaders within SEE districts and stands ready to support community engagement in your district.

- The liaison organizes and hosts highly-effective “SEE Days at the Capitol”, bringing community members and their legislators together with direct liaison support to discuss K-12 issues specific to their districts.
- The liaison is ready to travel to SEE districts to share a powerful, yet easy to understand, presentation for community members, school boards or staff that explains how schools are funded, why they continue to struggle financially and what can be done to help.



Brad Lundell, Executive Director
1884 Como Avenue
St. Paul, MN 55108
Phone: 651-647-6251
Cell: 612-220-7459
E-mail: brad.lundell@schoolsforequity.org

All public school children must have equal access to a high quality education regardless of where they live in Minnesota.

Visit SEE’s website!
www.schoolsforequity.org

May 31, 2022

Dear SEE member,

As I write this, the Governor and legislative leadership are mulling over whether to call a special session to complete the work of the 2022 legislative session. It has been another year full of promise and challenges and SEE has been working tirelessly on your behalf throughout the time.

How the session turns out is anyone's guess at this point but SEE was in the midst of the action again this year and was able to spearhead efforts to get increased equalization into the omnibus tax bill. While it is uncertain whether there will ultimately be a tax bill by which this progress will be realized, this effort once again showed how your support of SEE translates into positive results in the quest to make Minnesota's education funding and property tax systems work better for districts throughout state. Further, this year's efforts lay a foundation for further progress on the equalization issue in 2023.

The year ahead will be full of activity. It is my intention to travel out to members and legislative candidates throughout the campaign season to best determine how we can better communicate our message and meet our goals as an organization. The fall elections will be crucial and making candidates from both parties more familiar with SEE's set of issues can lay the groundwork for a successful 2023 legislative session.

It is our goal at SEE to provide you with the valuable services you seek when working with your legislative leadership, your local legislators, and leadership at the Minnesota Department of Education. There is never a shortage of information and ideas coming out from elected officials. It is our mission to keep you abreast of all news that affects your school district and work to make certain your voice is heard by all policy makers as we react to these challenges.

It is my sincere hope that you have gained value from your membership over past year and you will join us again in the year ahead as we continue our mission to make certain all students throughout Minnesota have access to high quality educational opportunities regardless of where they live.

Thank you for your on-going support of SEE and its essential mission. Your membership is vital to our success.

Sincerely,



Brad Lundell
Executive Director

May 28, 2022

Lake City School District
Attention: Superintendent Erick Enger
300 South Garden Street
Lake City, MN 55041

Invoice
Membership Fee for 2022-23
Schools for Equity in Education

Following is the membership fee for the Lake City 28 School commencing July 1, 2022 through June 30, 2023.

2022-23 Membership
Dues
\$2,407

Please make check payable to *Schools for Equity in Education* and mail to:

Schools for Equity in Education
Attn: Membership
1611 County Road B
Suite 214
Roseville, MN 55113

If you have any questions, please contact Brad Lundell at 612/220-7459 or Deb Griffiths at 612/309-0089.

Thank you for your interest and support. We look forward to serving you and your district during the coming year.

MEMORANDUM

DATE: July 20, 2022

TO: Southeast Minnesota Consortium

FROM: Karl Ohrn, Interim State Director Career Technical Education

Michelle Kamenov, Supervisor,
Career and Technical Education, Minnesota Department of Education

SUBJECT: State FY23 Southeast Minnesota Consortium Perkins Application Approval and Grant Award, July 1, 2022– June 30, 2023

Congratulations! Your Perkins consortium application for funding has been approved. Minnesota State and Minnesota Department of Education (MDE) CTE staff jointly reviewed the application with the respective Perkins Consortium Coordinators and recommended suggestions for meeting goals, strategies, outcomes and measurements. The approved application will be available at <https://www.minnstate.edu/system/cte/perkins-consortia.html>.

Minnesota received the first installment of the *Strengthening Career and Technical Education for the 21st Century Act* (Perkins V) grant award for Federal Fiscal Year 2022 from the US Department of Education; Office of Career, Technical, and Adult Education (OCTAE) and an estimate of funds that will be allocated to the state in the second installment after October 1, 2022.

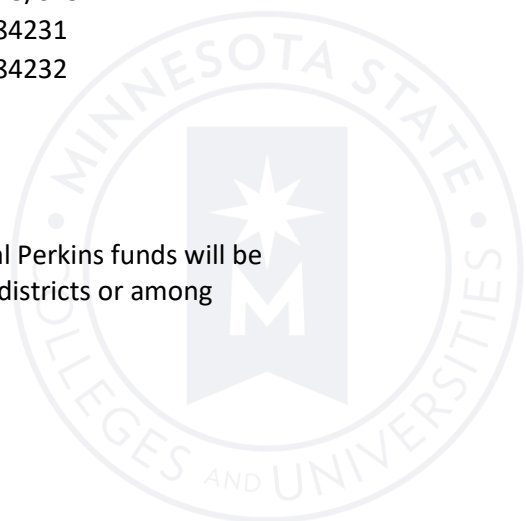
Based on the estimated total Minnesota allocation from OCTAE of \$20,524,984 and the initial award to Minnesota from OCTAE received July 1 of \$8,877,018, funds available for your consortium for the period July 1, 2022 through June 30, 2023 are as follows:

Perkins Total Allocation for the Southeast Minnesota Consortium for SFY23 (July 2022-June 2023)

\$175,640.86	Secondary Basic Allocation	FIN 428/628
\$43,931.98	Secondary Reserve Allocation	FIN 475/675
\$130,520.52	Postsecondary Basic Allocation	GL 384231
\$43,931.98	Postsecondary Reserve Allocation	GL 384232
\$394,025.34	Consortium Total	

Funding Considerations

Please keep in mind that the approved consortium plan determines how total Perkins funds will be allocated. These funds **cannot** be redistributed on a formula basis to school districts or among



college(s), campuses or departments. When these funds are being spent, the consortium must adhere to the federal requirements under the Perkins Act, Section 135, the Minnesota State Plan and the state fiscal requirements of the Minnesota Department of Education and Minnesota State, whichever is appropriate.

Please remember that you must account for your Basic and Reserve funds separately (through a separate FIN code on the secondary side and through a separate GL on the postsecondary side) and that Reserve funds must be used for the expenditures approved in your application (Narrative #11) in accordance with SECTION 112(c) of the Act.

Because state and federal fiscal years do not align, states receive federal Perkins funds on a *forward funding* basis. As such, Minnesota consortia may access a *portion* of their State FY23 allocation prior to the start of the federal fiscal year. Fiscal hosts must ensure that no more than the portion of the consortium’s allocation made available through forward funding is spent prior to October 1, 2022. For your consortium this means that no more than the following amounts may be expended in each funding category during the period of July 1 through September 30, 2022. The amounts shown below are not in addition to your allocation above, but represent the forward funded portion of that allocation.

Of your allocation do not spend more than the following amounts prior to October 1, 2022:

\$75,964.36	Secondary Basic Forward Funding	FIN 428/628
\$19,000.50	Secondary Reserve Forward Funding	FIN 475/675
\$56,449.88	Postsecondary Basic Forward Funding	GL 384231
\$19,000.50	Postsecondary Reserve Forward Funding	GL 384232
\$170,415.24	Consortium Total – Forward Funding	

Treatment of Funds within Financial Systems

Secondary Basic FIN 428/628 and Secondary Reserve FIN 475/675 – These funds are accessed through MDE’s SERVS Financial System. More information will be coming from MDE with detailed information on submitting a “Placeholder Application”. This step is necessary in order to access funds in SERVS.

Postsecondary General Ledger numbers and the cost center set up is as follows:

1. Basic Grant G/L 384231 – To be used for the basic grant award for the Fiscal Year.
 - a. Cost centers must be set up for administration and as necessary in your local consortium approved application.

2. Reserve Funds G/L 384232 – To be used for the reserve funds award for the Fiscal Year.
 - a. Cost centers must be set up in the reserve fund G/L as necessary in your local consortium approved application. The same rules regarding required uses of funds apply to both reserve and basic funds.

3. Sub-grants – To receive information on how to handle basic or reserve funds that are sub-granted to another college or school district, please contact Lisa Kell, grant accountant at lisa.kell@minnstate.edu, 651-201-1825.

If you have any further questions on the approval of your application or the award, please contact Karl Ohrn at (651-201-1650), karl.ohrn@minnstate.edu or Michelle Kamenov at (651-582-8434), michelle.kamenov@state.mn.us.

C: Consortium Superintendents and Presidents
Consortium Fiscal Contacts, Secondary and Postsecondary
Consortium Perkins Contacts, Secondary and Postsecondary
Michelle Kamenov, MDE, Secondary
LaDonna Mustin, MDE Fiscal Office, Secondary
Lisa Kell, Minnesota State Business Office

- VII. **Other:**
- VIII. **Comments: Board/Director**
- IX. **Next Meeting Date: August 25, 2022 at the River Bluff Education Center in Red Wing.**
- X. **Adjournment**