

**GOODHUE COUNTY EDUCATION DISTRICT BOARD AGENDA**

***Thursday, August 22, 2024 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 July 25, 2024 Minutes

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**GOODHUE COUNTY EDUCATION DISTRICT**  
**BOARD MINUTES**  
**Thursday, July 25, 2024 at 7:00 PM**  
**River Bluff Education Center**  
**395 Guernsey Ln**  
**Red Wing, MN 55066**

**MEMBERS PRESENT:** M. Syverson, H. Oeltjen (Alt.), T. Bjornstad, J. Lohmann, B. Brintnall, J. Stehr

**MEMBERS ABSENT:** D. Balow

**OTHERS:** C. Johnson, J. Paradis, C. Luhman

**Pledge of Allegiance**

- I. **Call to Order/Adoption of Agenda:** J. Lohmann called the meeting to order. M. Syverson motioned to adopt the agenda. T. Bjornstad seconded, motion passed 6-0.
- II. **Consent Agenda:** B. Brintnall motioned to approve the consent agenda. M. Syverson seconded, motion passed 6-0.
  - A. Approval of June 27, 2024 Minutes
  - B. Approval of Claims: M. Syverson
  - C. Staff Updates:
    1. **Resignations:** *Stephanie Wunderlich, ECSE Teacher - KW Schools effective 7/1/24; Michele Kremer, ASL Interpreter - Districtwide effective immediately.*
    2. **New Hire:** *Allison Anderson, Pathways 6/7 Teacher - TBMS effective 2024-25 School Year; Kayla Berentsen, Pathways 6/7 Paraprofessional - TBMS effective 2024-25 School Year.*
    3. **Reassignment:** *Dan Nelson from 6/7 Pathways Teacher -TBMS to Industrial Tech Teacher - RBEC effective 2024-25 School Year.*
    4. **Leave of Absence:** *Andrea King, Social Worker - RBEC 0.2*
- III. **Public Input:** The policy of the education district board is to encourage discussion by persons of subjects related to the management of the district at board meetings. The board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students. Persons who wish to have a subject discussed at a public board meeting must notify the executive director's office in advance of the board meeting. The person should provide his or her name, address, the name of the group represented (if any), and the subject to be covered or the issue to be addressed. The board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the board.
- IV. **Reports and Communication:**
  - A. **Business Manager Report:** J. Paradis reported on the 2023-24 budget as of 6/30/24. This is the first look at the year end for fiscal year 2023-24. We have received \$16,895,067 or 90.25% of the revised budget. We have expended \$17,297,168 or 91.99% of the revised expense budget. There are still many receivables and payables to be entered as we move toward our audit in October. Cash flow has improved and is looking good through the end of the fiscal year. The June bank reconciliation is included in the board packet for your information.
  - B. **Youth Prevention Specialist Introduction & Information:** C. Johnson welcomed Ruth Greenslade and Zach Blickenstaff from Goodhue County Health & Human Services (GCHHS). Z. Blickenstaff has been hired by GCHHS to be the Youth Prevention Coordinator at RBEC. This position is a joint venture with GCHHS and GCED. Z. Blickenstaff and a part-time community health worker will partner closely with GCED and Midwest Recovery in Red Wing to build a youth-led school-based substance use prevention program. These positions are grant funded through June 2026.
- V. **Old Business:**
  - A. **2024-25 Calendar Update:** C. Johnson noted that the revisions were clerical in nature and did not change types or number of days. T. Bjornstad motioned to approve the 2024-25 Calendar update. B. Brintnall seconded, motion passed 6-0.
- VI. **New Business:**
  - A. **2024-25 GCED Restrictive Procedures Manual:** C. Johnson mentioned that each school year the board must approve the GCED Restrictive Procedures Manual. J. Stehr motioned to approve the 2024-25 GCED Restrictive Procedures Manual. M. Syverson seconded, motion passed 6-0.
  - B. **Leadership Agreement 2024-2026:** C. Johnson presented the 2024-26 Leadership Conditions of Employment Agreement. B. Brintnall motioned to approve the 2024-26 Leadership Conditions of

- Employment Agreement. J. Lohmann seconded, motion passed 6-0.
- C. Memorandum of Understanding (MOU) on Teacher Preparation Time:** C. Johnson presented the MOU on Teacher Preparation Time. In Article IX Hours of Service, Section 4, Preparation Time, add Staff assigned to the River Bluff Education Center (currently REACH, STEP and Pathways) will continue with 50 minutes of preparation time. J. Stehr motioned to approve the Memorandum of Understanding on Teacher Preparation Time. T. Bjornstad seconded, motion passed 6-0.
  - D. Educational Data Privacy Agreement:** C. Johnson presented the Educational Data Privacy Agreement. This agreement is with the Goodhue County Health & Human Services(GCHHS). This is so that GCHHS can serve students at GCED and can share private education data. This information will not be released to GCHHS without the written consent of the parent or legal guardian. M. Syverson motioned to approve the Education Data Privacy Agreement. T. Bjornstad seconded, motion passed 6-0.
  - E. First Reading of Policy 605.5 Library Materials, Policy 512 School-Sponsored Student Publications and Activities and 619 Staff Development for Standards:** The board reviewed the first readings of Policy 605.5 Library Materials, Policy 512 School-Sponsored Student Publications and Activities and Policy 619 Staff Development for Standards. These will be brought back to the board in August for a Second Reading and approval.
  - F. Policy Updates:** The board reviewed the 38 district policies that were considered to have non-substantial changes and can be approved in one meeting. Changes included new Minnesota legislation and other legal sources or were clerical updates that did not affect the substance of the policy. J. Stehr motioned to approve the policy updates. B. Brintnall seconded, motion passed 6-0.
- VII. Other:** T. Bjornstad asked if Committee Reports could be added to the agenda under Reports and Communication so that when committees meet they can report back to the board.
- VIII. Comments: Board/Director:** Board workshop will be August 8, 2024 at 6:00 PM.
- IX. Next Meeting Date: Thursday, August 22, 2024 at 7:00 PM at the River Bluff Education Center in Red Wing.**
- X. Adjournment:** J. Stehr motioned to adjourn. T. Bjornstad seconded, motion passed 6-0.



## 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 |       | 39837  |          | Direct Pymt | 1        | 00707 | MENARD'S RED WING                |                     | Yes   | Yes   | No   | 07/25/2024    | 26.52      |
| MERC |       | 39838  |          | Direct Pymt | 1        | 02672 | METRO SALES, INC.                |                     | Yes   | Yes   | No   | 07/25/2024    | 392.10     |
| MERC |       | 39839  |          | Direct Pymt | 1        | 03350 | REGION V COMPUTER SERVICES       |                     | Yes   | Yes   | No   | 07/25/2024    | 1,580.25   |
| MERC |       | 39840  |          | Direct Pymt | 1        | 04565 | ZUMBROTA-MAZEPPA PUBLIC SCHOOL   |                     | Yes   | Yes   | No   | 07/25/2024    | 102,868.95 |
| MERC |       | 39841  |          | Direct Pymt | 1        | 2324  | BLUUM OF MINNESOTA, LLC          |                     | Yes   | Yes   | No   | 07/25/2024    | 217.65     |
| MERC |       | 39842  |          | Direct Pymt | 1        | 3145  | MARQUARDT, JENNIFER              |                     | Yes   | Yes   | No   | 07/25/2024    | 53.60      |
| MERC |       | 39843  |          | Direct Pymt | 1        | 3587  | ENOME, INC                       | C Corporation       | Yes   | Yes   | No   | 07/25/2024    | 93,563.75  |
| MERC |       | 39844  |          | Direct Pymt | 1        | 3623  | E.B.C. LLC/FLEX MONTHLY          |                     | Yes   | Yes   | No   | 07/25/2024    | 125.00     |
| MERC |       | 39861  |          | Wire        | 1        | 3232  | ENTERPRISE FM TRUST              |                     | No    | Yes   | No   | 07/25/2024    | 4,079.42   |
| MERC |       | 39862  |          | Direct Pymt | 1        | 1984  | E. B. C., LLC/Flex Contributions |                     | Yes   | Yes   | No   | 07/30/2024    | 614.58     |
| MERC |       | 39864  |          | Wire        | 1        | 04060 | PERA-PUBLIC EMPLOYEES RETIREMT   |                     | No    | Yes   | No   | 07/30/2024    | 5,632.88   |
| MERC |       | 39865  |          | Wire        | 1        | 04062 | MN TEACHERS RETIREMENT ASSOC     |                     | No    | Yes   | No   | 07/30/2024    | 58,778.62  |
| MERC |       | 39866  |          | Wire        | 1        | 2284  | E. B. C., LLC /ACS               |                     | No    | Yes   | No   | 07/30/2024    | 18,917.61  |
| MERC |       | 39867  |          | Wire        | 1        | 2392  | US DEPT. OF TREASURY             |                     | No    | Yes   | No   | 07/30/2024    | 90,890.66  |
| MERC |       | 39868  |          | Wire        | 1        | 2396  | MN Dept of Revenue               |                     | No    | Yes   | No   | 07/30/2024    | 15,978.40  |
| MERC |       | 39869  |          | Wire        | 1        | 2501  | Merchants Bank                   |                     | No    | Yes   | No   | 07/30/2024    | 3,295.68   |
| MERC |       | 39890  |          | Wire        | 1        | 03977 | SOUTHEAST SERVICE COOPERATIVE    |                     | No    | No    | No   | 08/08/2024    | 96,063.16  |
| MERC |       | 39891  |          | Wire        | 1        | 1280  | DELTA DENTAL PLAN OF MN          |                     | No    | No    | No   | 08/08/2024    | 6,418.52   |
| MERC |       | 39892  |          | Wire        | 1        | 2216  | KWIK TRIP EXTENDED NETWORK       |                     | No    | No    | No   | 08/08/2024    | 291.74     |
| MERC |       | 39893  |          | Direct Pymt | 1        | 00360 | CARLSON, MELISSA                 |                     | Yes   | No    | No   | 08/08/2024    | 31.22      |
| MERC |       | 39894  |          | Direct Pymt | 1        | 00707 | MENARD'S RED WING                |                     | Yes   | No    | No   | 08/08/2024    | 17.67      |
| MERC |       | 39895  |          | Direct Pymt | 1        | 02672 | METRO SALES, INC.                |                     | Yes   | No    | No   | 08/08/2024    | 1,276.00   |
| MERC |       | 39896  |          | Direct Pymt | 1        | 03977 | SOUTHEAST SERVICE COOPERATIVE    |                     | Yes   | No    | No   | 08/08/2024    | 1,750.00   |
| MERC |       | 39897  |          | Direct Pymt | 1        | 09318 | BROOKES PUBLISHING CO            | S Corporation       | Yes   | No    | No   | 08/08/2024    | 158.14     |
| MERC |       | 39898  |          | Direct Pymt | 1        | 1784  | NCS PEARSON, INC.                | C Corporation       | Yes   | No    | No   | 08/08/2024    | 1,432.83   |
| MERC |       | 39899  |          | Direct Pymt | 1        | 2197  | JOHNSON, CHERYL                  |                     | Yes   | No    | No   | 08/08/2024    | 379.22     |
| MERC |       | 39900  |          | Direct Pymt | 1        | 2284  | E. B. C., LLC /ACS               |                     | Yes   | No    | No   | 08/08/2024    | 138.40     |
| MERC |       | 39901  |          | Direct Pymt | 1        | 2324  | BLUUM OF MINNESOTA, LLC          |                     | Yes   | No    | No   | 08/08/2024    | 11,783.95  |
| MERC |       | 39902  |          | Direct Pymt | 1        | 2645  | WPS PUBLISHING                   |                     | Yes   | No    | No   | 08/08/2024    | 179.30     |
| MERC |       | 39903  |          | Direct Pymt | 1        | 2761  | DALSIN ALISHA                    |                     | Yes   | No    | No   | 08/08/2024    | 170.64     |
| MERC |       | 39904  |          | Direct Pymt | 1        | 2766  | CASHMAN BRIAN                    |                     | Yes   | No    | No   | 08/08/2024    | 174.70     |
| MERC |       | 39905  |          | Direct Pymt | 1        | 2780  | HOUGHTON MIFFLIN HARCOURT PUBL   |                     | Yes   | No    | No   | 08/08/2024    | 14,250.00  |
| MERC |       | 39906  |          | Direct Pymt | 1        | 2865  | INTELLICENTS                     |                     | Yes   | No    | No   | 08/08/2024    | 1,250.00   |
| MERC |       | 39907  |          | Direct Pymt | 1        | 3415  | AMAZON CAPITAL SERVICES          |                     | Yes   | No    | No   | 08/08/2024    | 1,566.42   |
| MERC |       | 39908  |          | Direct Pymt | 1        | 3616  | PRICE, MORGAN                    |                     | Yes   | No    | No   | 08/08/2024    | 135.34     |
| MERC |       | 39909  |          | Direct Pymt | 1        | 3724  | SMISEK, ALLEGRA                  |                     | Yes   | No    | No   | 08/08/2024    | 510.44     |
| MERC |       | 39396  | 21318    | Check       | 1        | 3682  | SANCHEZ MENDEZ, ANTONIETA        | Ind/Sole Proprietor | Yes   | Yes   | Yes  | 07/18/2024    | (343.82)   |
| MERC |       | 39835  | 21478    | Check       | 1        | 01024 | ROTH, JEAN                       |                     | Yes   | Yes   | No   | 07/17/2024    | 83.11      |
| MERC |       | 39836  | 21479    | Check       | 1        | 3724  | SMISEK, ALLEGRA                  |                     | Yes   | Yes   | No   | 07/17/2024    | 2,739.30   |

## Goodhue County Ed District Payment Reg by Bank and Check

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|------|-------|--------|----------|----------|----------|-------|----------------------------------|---------------------|-------|-------|------|---------------|------------|
| MERC |       | 39859  | 21480    | Check    | 1        | 3659  | CESO COMMUNICATIONS, LLC         | LLC - S Corp        | Yes   | No    | No   | 07/25/2024    | 4,500.00   |
| MERC |       | 39849  | 21481    | Check    | 1        | 1850  | DAKOTA COUNTY TECH. COLLEGE      |                     | Yes   | No    | No   | 07/25/2024    | 1,361.73   |
| MERC |       | 39853  | 21482    | Check    | 1        | 2871  | EMC Insurance Companies          |                     | Yes   | Yes   | No   | 07/25/2024    | 15,790.04  |
| MERC |       | 39858  | 21483    | Check    | 1        | 3641  | EMPLOYERS PREFERRED INS. CO      |                     | Yes   | No    | No   | 07/25/2024    | 3,501.40   |
| MERC |       | 39847  | 21484    | Check    | 1        | 09162 | HILLYARD FLOOR CARE SUPPLY       |                     | Yes   | Yes   | No   | 07/25/2024    | 342.66     |
| MERC |       | 39850  | 21485    | Check    | 1        | 2330  | LaCRESCENT-HOKAH PUBLIC SCHOOL   |                     | Yes   | No    | No   | 07/25/2024    | 11,772.41  |
| MERC |       | 39851  | 21486    | Check    | 1        | 2345  | LEWISTON-ALTURA SCHOOLS          |                     | Yes   | No    | No   | 07/25/2024    | 3,678.82   |
| MERC |       | 39846  | 21487    | Check    | 1        | 06646 | MASA                             |                     | Yes   | No    | No   | 07/25/2024    | 209.00     |
| MERC |       | 39845  | 21488    | Check    | 1        | 05403 | MASE                             |                     | Yes   | No    | No   | 07/25/2024    | 2,794.00   |
| MERC |       | 39856  | 21489    | Check    | 1        | 3467  | MASSP                            |                     | Yes   | No    | No   | 07/25/2024    | 175.00     |
| MERC |       | 39855  | 21490    | Check    | 1        | 3267  | NORTH RISK PARTNERS - C.O. BROWN |                     | Yes   | No    | No   | 07/25/2024    | 9,716.67   |
| MERC |       | 39860  | 21491    | Check    | 1        | 3682  | SANCHEZ MENDEZ, ANTONIETA        | Ind/Sole Proprietor | Yes   | Yes   | No   | 07/25/2024    | 343.82     |
| MERC |       | 39854  | 21492    | Check    | 1        | 3011  | U.S. BANK EQUIPMENT FINANCE      |                     | Yes   | No    | No   | 07/25/2024    | 290.00     |
| MERC |       | 39848  | 21493    | Check    | 1        | 1789  | UPS                              |                     | Yes   | No    | No   | 07/25/2024    | 7.97       |
| MERC |       | 39852  | 21494    | Check    | 1        | 2392  | US DEPT. OF TREASURY             |                     | Yes   | Yes   | No   | 07/25/2024    | 553.84     |
| MERC |       | 39857  | 21495    | Check    | 1        | 3590  | WORKFORCE DEVELOPMENT, INC       | C Corporation       | Yes   | No    | No   | 07/25/2024    | 10,000.00  |
| MERC |       | 39863  | 21496    | Check    | 1        | 09118 | EDUCATION MN - GCED              |                     | Yes   | No    | No   | 07/30/2024    | 3,130.82   |
| MERC |       | 39863  | 21497    | Check    | 1        | 3284  | ALLSTREAM                        | C Corporation       | Yes   | No    | No   | 08/08/2024    | 14,162.66  |
| MERC |       | 39887  | 21498    | Check    | 1        | 3505  | CAPITAL ONE                      |                     | Yes   | No    | No   | 08/08/2024    | 40.17      |
| MERC |       | 39885  | 21499    | Check    | 1        | 3329  | CHASE CARD SERVICES              |                     | Yes   | No    | No   | 08/08/2024    | 4,143.61   |
| MERC |       | 39871  | 21500    | Check    | 1        | 00433 | CITY OF RED WING                 |                     | Yes   | No    | No   | 08/08/2024    | 1,902.25   |
| MERC |       | 39878  | 21501    | Check    | 1        | 2664  | GOODHUE COUNTY HEALTH & HUMAN    |                     | Yes   | No    | No   | 08/08/2024    | 175,100.00 |
| MERC |       | 39873  | 21502    | Check    | 1        | 04580 | GRIMSRUD PUBLISHING INC          |                     | Yes   | No    | No   | 08/08/2024    | 21.88      |
| MERC |       | 39875  | 21503    | Check    | 1        | 09162 | HILLYARD FLOOR CARE SUPPLY       |                     | Yes   | No    | No   | 08/08/2024    | 762.24     |
| MERC |       | 39870  | 21504    | Check    | 1        | 00131 | MN DEPT OF LABOR & INDUSTRY      |                     | Yes   | No    | No   | 08/08/2024    | 40.00      |
| MERC |       | 39884  | 21505    | Check    | 1        | 3296  | MUTUAL OF OMAHA                  |                     | Yes   | No    | No   | 08/08/2024    | 3,111.89   |
| MERC |       | 39876  | 21506    | Check    | 1        | 1300  | OAKTREE PRODUCTS, INC.           |                     | Yes   | No    | No   | 08/08/2024    | 458.77     |
| MERC |       | 39886  | 21507    | Check    | 1        | 3450  | PAPER 101                        |                     | Yes   | No    | No   | 08/08/2024    | 3,129.98   |
| MERC |       | 39874  | 21508    | Check    | 1        | 06510 | PRO-ED, INC                      |                     | Yes   | No    | No   | 08/08/2024    | 374.00     |
| MERC |       | 39872  | 21509    | Check    | 1        | 00443 | RED WING ACE HARDWARE            |                     | Yes   | No    | No   | 08/08/2024    | 67.56      |
| MERC |       | 39889  | 21510    | Check    | 1        | 3726  | RIPLEY'S RENTAL & SALES          |                     | Yes   | No    | No   | 08/08/2024    | 10.80      |
| MERC |       | 39882  | 21511    | Check    | 1        | 3078  | SHRED-N-GO-446138                | S Corporation       | Yes   | No    | No   | 08/08/2024    | 81.93      |
| MERC |       | 39877  | 21512    | Check    | 1        | 2212  | SMITH-SCHAFFER & ASSOC., LTD     | C Corporation       | Yes   | No    | No   | 08/08/2024    | 1,000.00   |
| MERC |       | 39881  | 21513    | Check    | 1        | 3049  | TWIN CITY HARDWARE               |                     | Yes   | No    | No   | 08/08/2024    | 3,978.52   |
| MERC |       | 39880  | 21514    | Check    | 1        | 3011  | U.S. BANK EQUIPMENT FINANCE      |                     | Yes   | No    | No   | 08/08/2024    | 400.00     |
| MERC |       | 39879  | 21515    | Check    | 1        | 2716  | UCPGC INFINITEC MN GRANT         |                     | Yes   | No    | No   | 08/08/2024    | 8,091.16   |

### 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 | Pay/Void Date | Amount |
|----------------------------|-------|--------|----------|----------|----------|----------|-----|---------|-----------|-------|-------|------|---------------|--------|
| MERC                       |       | 39888  | 21516    |          | Check    | 1 3725   |     | WMK LLC |           | Yes   | No    | No   | 08/08/2024    | 860.66 |
| Bank Total: \$823,378.21   |       |        |          |          |          |          |     |         |           |       |       |      |               |        |
| Report Total: \$823,378.21 |       |        |          |          |          |          |     |         |           |       |       |      |               |        |

C. Staff Updates:

1. **Resignations:** *Britney Conrad, LPN - ZM effective immediately; Will Topliff, Paraprofessional - RBEC effective 8/1/24.*
2. **New Hire:** *Carrie Glasby, Setting IV Paraprofessional, RBEC effective 2024-2025 School Year; Katherine Bonine, Setting IV Paraprofessional/ASL Interpreter - RBEC/ZM effective 2024-2025 School Year; Jason Soltis, Education Technology Support Specialist - 5RO/RBEC effective 2024-2025 School Year*
3. **Transfers:**
4. **Re-assignment:**

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

IV. **Reports and Communication:**

A. Business Manager Report



**GOODHUE CO ED DISTRICT  
2024-25 CASH FLOW**

**AS OF 8-15-24**

**JULY**

| DATE                  | ACCOUNTS PAYABLE      | PAYROLL             | MISC. RECEIPTS    | STATE AID         | FEDERAL GRANT | RUNNING BALANCE   |
|-----------------------|-----------------------|---------------------|-------------------|-------------------|---------------|-------------------|
| 7/1/2024              | (20,928.28)           | (9,194.74)          | -                 |                   | 180.54        | 1,166,131.27      |
| 7/9/2024              | (430,444.50)          | -                   | 255.36            |                   | -             | 735,942.13        |
| 7/15/2024             | (215,249.41)          | (301,019.29)        | -                 | 615,136.93        | -             | 834,810.36        |
| 7/20/2024             | (270,423.19)          | -                   | 566,979.61        |                   | -             | 1,131,366.78      |
| 7/31/2024             | (197,465.86)          | (265,620.92)        | 3,541.59          | 89,355.93         |               | 761,177.52        |
| <b>ENDING BALANCE</b> | <b>(1,134,511.24)</b> | <b>(575,834.95)</b> | <b>570,776.56</b> | <b>704,492.86</b> | <b>180.54</b> | <b>761,177.52</b> |

**AUGUST**

| DATE      | ACCOUNTS PAYABLE | PAYROLL      | MISC. RECEIPTS | STATE AID  | FEDERAL GRANT | RUNNING BALANCE   |
|-----------|------------------|--------------|----------------|------------|---------------|-------------------|
| 8/1/2024  |                  | -            | 262,301.05     |            |               | 1,023,478.57      |
| 8/4/2024  | (355,715.77)     | -            | -              |            | -             | 667,762.80        |
| 8/15/2024 | (237,065.62)     | (343,024.91) |                | 339,552.54 | -             | 427,224.81        |
| 8/17/2024 | (364,740.85)     | -            | 450,293.18     |            | 112,738.95    | 625,516.10        |
| 8/30/2024 | (1,222,569.89)   | (296,070.59) | 898,853.00     | 356,027.17 | 181,971.89    | 543,727.68        |
|           | (2,180,092.13)   | (639,095.50) | 1,611,447.23   | 695,579.71 | 294,710.84    | <b>543,727.68</b> |

**SEPTEMBER**

| DATE                  | ACCOUNTS PAYABLE      | PAYROLL             | MISC. RECEIPTS    | STATE AID         | FEDERAL GRANT    | RUNNING BALANCE    |
|-----------------------|-----------------------|---------------------|-------------------|-------------------|------------------|--------------------|
| 9/1/2024              | (39,292.46)           | -                   | 29,270.97         |                   | -                | 533,706.19         |
| 9/15/2024             | (329,524.79)          | (273,004.38)        | -                 | 89,355.94         | -                | 20,532.96          |
| 9/17/2024             | -                     | -                   | 586,354.71        |                   | -                | 606,887.66         |
| 9/30/2024             | (786,395.85)          | (303,168.31)        | 33,208.19         | 317,098.34        | 43,469.15        | (88,900.81)        |
| <b>ENDING BALANCE</b> | <b>(1,155,213.10)</b> | <b>(576,172.69)</b> | <b>648,833.87</b> | <b>406,454.28</b> | <b>43,469.15</b> | <b>(88,900.81)</b> |

**OCTOBER**

| DATE                  | ACCOUNTS PAYABLE      | PAYROLL             | MISC. RECEIPTS      | STATE AID         | FEDERAL GRANT     | RUNNING BALANCE   |
|-----------------------|-----------------------|---------------------|---------------------|-------------------|-------------------|-------------------|
| 10/1/2024             | -                     | -                   | -                   |                   | -                 | (88,900.81)       |
| 10/9/2024             | -                     | -                   | 881,977.82          |                   | 193,109.31        | 986,186.33        |
| 10/15/2024            | (932,656.86)          | (280,457.66)        | 376,193.27          | 114,137.33        | -                 | 263,402.41        |
| 10/20/2024            | -                     | -                   | 337,093.68          |                   | -                 | 600,496.09        |
| 10/31/2024            | (459,561.72)          | (284,572.83)        | 89,988.77           | 338,700.50        | -                 | 285,050.81        |
| <b>ENDING BALANCE</b> | <b>(1,392,218.58)</b> | <b>(565,030.49)</b> | <b>1,685,253.55</b> | <b>452,837.84</b> | <b>193,109.31</b> | <b>285,050.81</b> |

**NOVEMBER**

| DATE                  | ACCOUNTS PAYABLE    | PAYROLL             | MISC. RECEIPTS    | STATE AID         | FEDERAL GRANT     | RUNNING BALANCE    |
|-----------------------|---------------------|---------------------|-------------------|-------------------|-------------------|--------------------|
| 11/1/2024             | (164,895.05)        | -                   | -                 |                   | 829.28            | 120,985.05         |
| 11/5/2024             | -                   | -                   | 80,652.49         |                   | -                 | 201,637.54         |
| 11/15/2024            | (192,939.50)        | (282,615.81)        | -                 | 142,671.67        | -                 | (131,246.10)       |
| 11/20/2024            | -                   | -                   | 14.18             |                   | 259,033.54        | 127,801.62         |
| 11/30/2024            | (458,373.34)        | (298,935.24)        | 326,793.46        | 228,274.67        | 9,991.32          | (64,447.52)        |
| <b>ENDING BALANCE</b> | <b>(816,207.89)</b> | <b>(581,551.05)</b> | <b>407,460.12</b> | <b>370,946.34</b> | <b>269,854.14</b> | <b>(64,447.52)</b> |

**DECEMBER**

| DATE                  | ACCOUNTS PAYABLE    | PAYROLL             | MISC. RECEIPTS    | STATE AID         | FEDERAL GRANT     | RUNNING BALANCE   |
|-----------------------|---------------------|---------------------|-------------------|-------------------|-------------------|-------------------|
| 12/1/2024             | -                   | -                   | -                 |                   | -                 | (64,447.52)       |
| 12/8/2024             | (241,258.77)        | -                   | 214,800.63        |                   | 247,273.25        | 156,367.58        |
| 12/15/2024            | (192,796.86)        | (287,692.72)        | 221,985.96        | 313,877.67        | 137,318.10        | 349,059.72        |
| 12/20/2024            | (85,335.60)         | -                   | 416,912.63        |                   | 62,408.73         | 743,045.48        |
| 12/31/2024            | (190,385.95)        | (288,224.39)        | 1,484.57          | 171,206.00        | -                 | 437,125.73        |
| <b>ENDING BALANCE</b> | <b>(709,777.18)</b> | <b>(575,917.11)</b> | <b>855,183.79</b> | <b>485,083.67</b> | <b>447,000.08</b> | <b>437,125.73</b> |

**JANUARY**

| DATE                  | ACCOUNTS<br>PAYABLE   | PAYROLL             | MISC.<br>RECEIPTS | STATE AID         | FEDERAL<br>GRANT  | RUNNING<br>BALANCE |
|-----------------------|-----------------------|---------------------|-------------------|-------------------|-------------------|--------------------|
| 1/1/2025              | -                     | -                   | 142,360.40        | -                 | -                 | 579,486.12         |
| 1/8/2025              | (185,918.69)          | -                   | -                 | -                 | -                 | 393,567.43         |
| 1/15/2025             | (996,536.03)          | (262,992.73)        | 1,618.07          | 285,343.34        | 105,270.22        | (473,729.71)       |
| 1/20/2025             | -                     | -                   | 322,315.70        | -                 | -                 | (151,414.01)       |
| 1/31/2025             | -                     | (275,249.43)        | 151,320.75        | 228,274.67        | 1,603.66          | (45,464.36)        |
| <b>ENDING BALANCE</b> | <b>(1,182,454.73)</b> | <b>(538,242.16)</b> | <b>-</b>          | <b>617,614.91</b> | <b>513,618.00</b> | <b>106,873.89</b>  |

**FEBRUARY**

| DATE                  | ACCOUNTS<br>PAYABLE   | PAYROLL             | MISC.<br>RECEIPTS | STATE AID         | FEDERAL<br>GRANT  | RUNNING<br>BALANCE |
|-----------------------|-----------------------|---------------------|-------------------|-------------------|-------------------|--------------------|
| 2/1/2025              | (402,446.18)          | -                   | 213,371.69        | -                 | 22,919.27         | (211,619.58)       |
| 2/15/2025             | (195,550.90)          | (286,735.61)        | 177,267.30        | 228,274.67        | 6,035.04          | (282,329.09)       |
| 2/20/2025             | (48,060.06)           | -                   | 277,058.20        | -                 | -                 | (53,330.95)        |
| 2/28/2025             | (531,427.76)          | (277,444.74)        | 279,117.60        | 475,343.34        | 161,373.18        | 53,630.66          |
| <b>ENDING BALANCE</b> | <b>(1,177,484.91)</b> | <b>(564,180.35)</b> | <b>-</b>          | <b>946,814.79</b> | <b>703,618.00</b> | <b>190,327.49</b>  |

**MARCH**

| DATE                  | ACCOUNTS<br>PAYABLE | PAYROLL             | MISC.<br>RECEIPTS | STATE AID         | FEDERAL<br>GRANT  | RUNNING<br>BALANCE |
|-----------------------|---------------------|---------------------|-------------------|-------------------|-------------------|--------------------|
| 3/1/2025              | -                   | -                   | 305,591.48        | -                 | 28,788.70         | 388,010.84         |
| 3/15/2025             | (411,889.95)        | (277,398.66)        | 236,935.96        | 285,343.34        | -                 | 221,001.51         |
| 3/20/2025             | -                   | -                   | 363,513.45        | -                 | -                 | 584,514.96         |
| 3/31/2025             | (432,403.77)        | (274,877.81)        | 70,548.50         | 342,412.00        | -                 | 290,193.89         |
| <b>ENDING BALANCE</b> | <b>(844,293.72)</b> | <b>(552,276.47)</b> | <b>-</b>          | <b>976,589.38</b> | <b>627,755.34</b> | <b>28,788.70</b>   |

**APRIL**

| DATE                  | ACCOUNTS<br>PAYABLE | PAYROLL             | MISC.<br>RECEIPTS | STATE AID           | FEDERAL<br>GRANT  | RUNNING<br>BALANCE |
|-----------------------|---------------------|---------------------|-------------------|---------------------|-------------------|--------------------|
| 4/9/2025              | -                   | -                   | 151,518.81        | -                   | -                 | 441,712.69         |
| 4/15/2025             | (360,107.20)        | (263,326.75)        | 602,324.55        | 228,274.67          | 263,759.95        | 912,637.92         |
| 4/20/2025             | -                   | -                   | 256,476.55        | -                   | -                 | 1,169,114.47       |
| 4/30/2025             | (433,369.45)        | (302,357.65)        | 2,256.88          | 455,312.17          | -                 | 890,956.42         |
| <b>ENDING BALANCE</b> | <b>(793,476.65)</b> | <b>(565,684.39)</b> | <b>-</b>          | <b>1,012,576.79</b> | <b>683,586.84</b> | <b>263,759.95</b>  |

**MAY**

| DATE                  | ACCOUNTS<br>PAYABLE | PAYROLL             | MISC.<br>RECEIPTS | STATE AID         | FEDERAL<br>GRANT  | RUNNING<br>BALANCE |
|-----------------------|---------------------|---------------------|-------------------|-------------------|-------------------|--------------------|
| 5/1/2025              | (251,706.29)        | -                   | -                 | -                 | 862.59            | 640,112.72         |
| 5/15/2025             | (343,011.36)        | (305,000.00)        | 232,147.96        | 285,343.34        | -                 | 509,592.65         |
| 5/20/2025             | (154,144.83)        | -                   | 351,448.48        | -                 | -                 | 706,896.30         |
| 5/31/2025             | (234,354.48)        | (338,897.46)        | 221,192.30        | 285,343.34        | -                 | 640,180.01         |
| <b>ENDING BALANCE</b> | <b>(983,216.95)</b> | <b>(643,897.46)</b> | <b>-</b>          | <b>804,788.74</b> | <b>570,686.67</b> | <b>862.59</b>      |

**JUNE**

| DATE                  | ACCOUNTS<br>PAYABLE   | PAYROLL             | MISC.<br>RECEIPTS | STATE AID           | FEDERAL<br>GRANT  | RUNNING<br>BALANCE |
|-----------------------|-----------------------|---------------------|-------------------|---------------------|-------------------|--------------------|
| 6/1/2025              | (489,389.13)          | -                   | 704,652.44        | -                   | -                 | 855,443.32         |
| 6/15/2025             | (223,675.69)          | (319,983.92)        | 375,050.79        | -                   | -                 | 686,834.50         |
| 6/20/2025             | -                     | -                   | 439,044.67        | 285,343.34          | -                 | 1,411,222.50       |
| 6/30/2025             | (411,775.79)          | (296,362.63)        | 105,758.69        | -                   | 323,955.28        | 1,132,798.07       |
| <b>ENDING BALANCE</b> | <b>(1,124,840.60)</b> | <b>(616,346.54)</b> | <b>-</b>          | <b>1,624,506.58</b> | <b>285,343.34</b> | <b>323,955.28</b>  |

|               |                        |                       |          |                      |                     |                     |                     |
|---------------|------------------------|-----------------------|----------|----------------------|---------------------|---------------------|---------------------|
| <b>TOTALS</b> | <b>(13,493,787.67)</b> | <b>(6,994,229.16)</b> | <b>-</b> | <b>11,761,846.32</b> | <b>6,500,002.88</b> | <b>2,162,891.95</b> | <b>1,132,798.07</b> |
|---------------|------------------------|-----------------------|----------|----------------------|---------------------|---------------------|---------------------|

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

Goodhue Co Ed District | June 30, 2024

| REVENUE CATEGORIES                     |                   |                   |                   |                   |                  | June 30, 2024        | June 30, 2023         | June 30, 2022         | Current YTD vs. PYTD | June 30, 2023     | June 30, 2022     |
|--|-------------------|-------------------|-------------------|-------------------|------------------|----------------------|-----------------------|-----------------------|----------------------|-------------------|-------------------|
|  | June 30, 2022     | June 30, 2023     | Revised Budget    | Received YTD      | Budget Remaining | % of Budget Received | % of Actuals Received | % of Actuals Received |                      | June 30, 2023     | June 30, 2022     |
| STATE                                  | 4,813,151         | 5,526,275         | 5,804,871         | 4,673,254         | 1,131,617        | 80.51%               | 100.00%               | 100.00%               | (853,021)            | 5,526,275         | 4,813,151         |
| FEDERAL                                | 2,251,202         | 2,587,427         | 2,260,703         | 1,662,596         | 598,107          | 73.54%               | 100.00%               | 100.00%               | (924,830)            | 2,587,427         | 2,251,202         |
| PROPERTY TAXES                         | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| LOCAL SALES, INS RECOVERY & JUDGEMENTS | 685               | (38)              | 0                 | 19,221            | (19,221)         | 0.00%                | 100.00%               | 100.00%               | 19,259               | (38)              | 685               |
| SALE OF BONDS & LOANS                  | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| INCOMING TRANSFERS FROM OTH FUNDS      | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| LOCAL (FEES, INTEREST, ETC.)           | 9,223,672         | 9,891,895         | 10,655,749        | 11,274,336        | (618,587)        | 105.81%              | 100.00%               | 100.00%               | 1,382,441            | 9,891,895         | 9,223,672         |
| <b>TOTALS</b>                          | <b>16,288,710</b> | <b>18,005,558</b> | <b>18,721,323</b> | <b>17,629,408</b> | <b>1,091,916</b> | <b>94.17%</b>        | <b>100.00%</b>        | <b>100.00%</b>        | <b>(376,151)</b>     | <b>18,005,558</b> | <b>16,288,710</b> |

| EXPENDITURES (OBJECT SERIES) |                   |                   |                   |                   |                  | June 30, 2024        | June 30, 2023         | June 30, 2022         | Current YTD vs. PYTD | June 30, 2023     | June 30, 2022     |
|------------------------------|-------------------|-------------------|-------------------|-------------------|------------------|----------------------|-----------------------|-----------------------|----------------------|-------------------|-------------------|
|                              | June 30, 2022     | June 30, 2023     | Revised Budget    | Expended YTD      | Budget Remaining | % of Budget Expended | % of Actuals Expended | % of Actuals Expended |                      | June 30, 2023     | June 30, 2022     |
| SALARIES & WAGES             | 8,344,468         | 9,460,185         | 9,916,686         | 10,076,242        | (159,556)        | 101.61%              | 100.00%               | 100.00%               | 616,057              | 9,460,185         | 8,344,468         |
| EMPLOYEE BENEFITS            | 2,223,951         | 2,512,992         | 2,561,895         | 2,689,577         | (127,682)        | 104.98%              | 100.00%               | 100.00%               | 176,585              | 2,512,992         | 2,223,951         |
| PURCHASED SERVICES           | 3,795,640         | 4,342,464         | 4,440,752         | 2,949,399         | 1,491,353        | 66.42%               | 100.00%               | 100.00%               | (1,393,065)          | 4,342,464         | 3,795,640         |
| SUPPLIES                     | 890,342           | 742,772           | 773,369           | 781,198           | (7,829)          | 101.01%              | 100.00%               | 100.00%               | 38,426               | 742,772           | 890,342           |
| EQUIPMENT                    | 1,128,431         | 1,122,686         | 1,084,745         | 1,075,924         | 8,821            | 99.19%               | 100.00%               | 100.00%               | (46,762)             | 1,122,686         | 1,128,431         |
| DEBT SERVICE                 | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| OTHER EXPENDITURES           | 21,215            | 119,374           | 26,150            | 25,974            | 176              | 99.33%               | 100.00%               | 100.00%               | (93,401)             | 119,374           | 21,215            |
| OTHER FINANCING USES         | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 11                |
| <b>TOTALS</b>                | <b>16,404,047</b> | <b>18,300,473</b> | <b>18,803,597</b> | <b>17,598,314</b> | <b>1,205,283</b> | <b>93.59%</b>        | <b>100.00%</b>        | <b>100.00%</b>        | <b>(702,159)</b>     | <b>18,300,473</b> | <b>16,404,047</b> |

| EXPENDITURES (PROGRAM SERIES) |                   |                   |                   |                   |                  | June 30, 2024        | June 30, 2023         | June 30, 2022         | Current YTD vs. PYTD | June 30, 2023     | June 30, 2022     |
|-------------------------------|-------------------|-------------------|-------------------|-------------------|------------------|----------------------|-----------------------|-----------------------|----------------------|-------------------|-------------------|
|                               | June 30, 2022     | June 30, 2023     | Revised Budget    | Expended YTD      | Budget Remaining | % of Budget Expended | % of Actuals Expended | % of Actuals Expended |                      | June 30, 2023     | June 30, 2022     |
| SITE ADMINISTRATION           | 287,209           | 320,461           | 325,209           | 357,044           | (31,835)         | 109.79%              | 100.00%               | 100.00%               | 36,582               | 320,461           | 287,209           |
| DISTRICT ADMINISTRATION       | 69,508            | 68,996            | 74,691            | 72,288            | 2,403            | 96.78%               | 100.00%               | 100.00%               | 3,292                | 68,996            | 69,508            |
| SUPPORT SERVICES              | 245,155           | 250,828           | 300,137           | 381,137           | (81,000)         | 126.99%              | 100.00%               | 100.00%               | 130,309              | 250,828           | 245,155           |
| REGULAR INSTRUCTION           | 2,522,391         | 3,033,317         | 3,013,938         | 2,181,131         | 832,807          | 72.37%               | 100.00%               | 100.00%               | (852,187)            | 3,033,317         | 2,522,391         |
| EXTRA-CURRICULAR ACTIVITES    | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| VOCATIONAL INSTRUCTION        | 351,614           | 299,927           | 385,019           | 365,502           | 19,517           | 94.93%               | 100.00%               | 100.00%               | 65,575               | 299,927           | 351,614           |
| SPECIAL EDUCATION             | 9,014,155         | 10,162,969        | 10,478,105        | 9,943,220         | 534,885          | 94.90%               | 100.00%               | 100.00%               | (219,748)            | 10,162,969        | 9,014,155         |
| COMMUNITY SERVICES            | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| INSTRUCTIONAL SUPPORT         | 698,392           | 752,469           | 553,089           | 558,092           | (5,003)          | 100.90%              | 100.00%               | 100.00%               | (194,377)            | 752,469           | 698,392           |
| PUPIL SUPPORT SERVICES        | 1,800,017         | 1,982,331         | 2,197,000         | 2,463,734         | (266,734)        | 112.14%              | 100.00%               | 100.00%               | 481,402              | 1,982,331         | 1,800,017         |
| FACILITIES                    | 1,415,606         | 1,429,174         | 1,476,409         | 1,276,167         | 200,242          | 86.44%               | 100.00%               | 100.00%               | (153,007)            | 1,429,174         | 1,415,606         |
| OTHER FINANCING USES          | 0                 | 0                 | 0                 | 0                 | 0                | 0.00%                | 0.00%                 | 0.00%                 | 0                    | 0                 | 0                 |
| <b>TOTALS</b>                 | <b>16,404,047</b> | <b>18,300,473</b> | <b>18,803,597</b> | <b>17,598,314</b> | <b>1,205,283</b> | <b>93.59%</b>        | <b>100.00%</b>        | <b>100.00%</b>        | <b>(702,159)</b>     | <b>18,300,473</b> | <b>16,404,047</b> |

| SUMMARY - ALL FUNDS |               |               |                |            |                  | June 30, 2024        | June 30, 2023         | June 30, 2022         | Current YTD vs. PYTD | June 30, 2023 | June 30, 2022 |
|---------------------|---------------|---------------|----------------|------------|------------------|----------------------|-----------------------|-----------------------|----------------------|---------------|---------------|
|                     | June 30, 2022 | June 30, 2023 | Revised Budget | YTD        | Budget Remaining | % of Budget Expended | % of Actuals Expended | % of Actuals Expended |                      | June 30, 2023 | June 30, 2022 |
| SUMMARY             |               |               |                |            |                  |                      |                       |                       |                      |               |               |
| REVENUE             | 16,288,710    | 18,005,558    | 18,721,323     | 17,629,408 | 1,091,916        | 94.17%               | 100.00%               | 100.00%               | (376,151)            | 18,005,558    | 16,288,710    |
| EXPENDITURES        | 16,404,047    | 18,300,473    | 18,803,597     | 17,598,314 | 1,205,283        | 93.59%               | 100.00%               | 100.00%               | (702,159)            | 18,300,473    | 16,404,047    |
| SPENDING VARIANCE   | (115,336)     | (294,915)     | (82,274)       | 31,093     | N/A              | N/A                  | N/A                   | N/A                   | 326,008              | (294,915)     | (115,336)     |

## Goodhue County Ed District Reconciliation Worksheet Report 07/31/2024

| Audit No | Statement Date | Co   | Bank Code | Bank Name/Description     |
|----------|----------------|------|-----------|---------------------------|
| 1541     | 07/31/2024     | 6051 | MERC      | MERCHANTS BANK<br>GENERAL |

### Worksheet has been Finalized

Statement Amount 837,122.78

Deposits in Transit 0.00

**Outstanding Payments**

Checks 65,393.23

Wires 0.00

SHR - Payments 0.00

SHR - Third Party 0.00

Cash 0.00

ACH 0.00

**Adjustment Amount** (10,552.03)

Amount Per Bank 761,177.52

GL Account Balance 761,177.52

|           |          |           |            |            |            |            |            |           |
|-----------|----------|-----------|------------|------------|------------|------------|------------|-----------|
| <b>Co</b> | <b>L</b> | <b>Fd</b> | <b>Org</b> | <b>Pro</b> | <b>Crs</b> | <b>Fin</b> | <b>O/S</b> | <b>Ty</b> |
| 6051      | B        | 01        | 101        | 000        |            |            |            | F         |

Difference 0.00

**Adjustments**

|        |            |        |         |            |                     |
|--------|------------|--------|---------|------------|---------------------|
| Manual | 07/31/2024 | KT     | Wire    | 118.64     | KT RECORDED IN AUG  |
| Manual | 07/31/2024 | MN REV | Wire    | (9,630.37) | MN TAX IN AUG       |
| Manual | 07/31/2024 | SWEEP  | Deposit | (1,040.30) | TRANSFER FROM SWEEP |

## **Business Manager Report 8-22-24**

### **Budget 2023-24 as of 6/30/24**

This is the second look at year end for fiscal year 2023-24. We have earned \$17,629,408 or 94.17% of the revised budget. We have expended \$17,598,314 or 93.59% of the revised expense budget. There are still many receivables and payables to be entered as we move toward our audit in Oct.

### **Cash Flow**

For your information. Has improved and is looking good through the end of the fiscal year. 2024-25 Cash flow has some lower spots through the winter right now. We'll keep an eye on it as we get closer to Nov-Dec.

### **July Bank Rec**

For your information

- B. Committee Reports
- V. **Old Business:**
  - A. 2nd Reading of Policies:
    - 512 Education District-Sponsored Student Publications and Activities,
    - 606.5 Library Materials and 606.5 Form, and
    - 619 Staff Development for Standards

15

**512 EDUCATION DISTRICTSCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

**[NOTE: A school district generally will wish to reserve a forum it sponsors for its intended purpose in light of the special characteristics of the school environment. By doing so, the school district will have more authority/editorial control over student expression in such a forum. Sponsorship alone may not be enough, however. If the exercise of control is challenged, courts will examine factors such as whether the school district's purpose in creating the forum was educational, whether school officials supervised the publication or activity and exercised editorial control over the contents, whether the materials were produced as part of the curriculum, and whether students received grades and academic credit for the publication or activity. If a forum is reserved, regulation of student expression as in Section IV.B. of this policy will be permissible. If a forum is not reserved, but rather is opened for public communication by tradition or designation, then only the limited regulation of speech as described in Section IV.A. of this policy will be permissible.]**

- A. The ~~school~~ ~~education~~ district may exercise editorial control over the style and content of student expression in ~~school~~ ~~education~~ ~~district~~-sponsored publications and activities.
- B. Expressions and representations made by students in ~~school~~ ~~education~~ ~~district~~-sponsored publications and activities are not expressions of official ~~school~~ ~~education~~ district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and ~~school~~ ~~education~~ district policies.
- C. Students who believe their right to free expression has been unreasonably restricted in an official student publication or activity may seek review of the decision by the building ~~or~~ ~~program~~ principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing official ~~school~~ ~~education~~ ~~district~~ publications and activities shall be under the supervision of a faculty advisor and the ~~school~~ ~~education~~ ~~district~~ principal. Official publications and activities shall be subject to the guidelines set forth below.
  - 2. Official ~~school~~ ~~education~~ ~~district~~ publications may be distributed at reasonable times and locations.

**III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the ~~school~~ **school education** district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the ~~school~~ **school education district**, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "~~School~~ **Education district**-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the ~~school~~ **school education** district;
  2. ~~distributed or generally made available to students in the education district school;~~ and
  3. prepared by a student journalist under the supervision of a ~~faculty member.~~ **student media adviser.**
- ~~Education district~~ **School**-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means ~~an~~ **school education** district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in ~~school~~ **school education district**-sponsored media.
- H. "~~Faculty member~~ **Student media adviser**" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the ~~school~~ **school education** district employs,

appoints, or designates to supervise student journalists or provide instruction relating to education district-sponsored media.

#### IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in ~~education districts~~~~school~~-sponsored media regardless of whether the ~~school~~~~education district~~-sponsored media receives financial support from the ~~school~~~~or~~ education district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of ~~school~~ education district-sponsored media. The ~~school~~~~education~~ district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in ~~school~~ education district-sponsored media, a yearbook, or ~~school~~~~education district~~-sponsored activity is prohibited when the material:
1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;
  4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of ~~school~~ education district activities;
  7. is directed to inciting or producing imminent lawless action on ~~school~~ education district premises or the violation of lawful ~~school~~ education district policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. expresses or advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The ~~school~~~~education~~ district must not retaliate or take adverse employment action against a student ~~faculty member~~~~media adviser~~ for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;

2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
3. assuring that the views of the individual speaker are not erroneously attributed to the ~~school~~education district;
4. assuring that the ~~school~~education district is not associated with any position other than neutrality on matters of political controversy;
5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
6. assuring that the ~~school~~ education district is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

**E.** Time, Place, and Manner of Distribution

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

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The ~~school~~education district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**[NOTE: This model policy is crafted to fulfill the obligation stated above.]**

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** 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 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 8/22/24

MSBA/MASA Model Policy 606.5

Orig. 2023

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

Rev. 2024

## 606.5 LIBRARY MATERIALS

### I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

### II. GENERAL STATEMENT OF PURPOSE

The ~~school~~ **school education district** board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the ~~school~~ **school education district** board delegates to the ~~superintendent~~ **executive director** or the ~~executive director's superintendent's~~ designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained ~~school~~ **school education district** staff, with recognition that the ~~school~~ **school education district** board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

### III. DEFINITIONS

- A. "Library" is the ~~school~~ **school education district** resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes ~~the curriculum room, the system of "books on wheels" and other collections of reading materials throughout the building, a school library media center.~~ **the curriculum room, the system of "books on wheels" and other collections of reading materials throughout the building.** The term also includes access to electronic materials.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location, ~~or dispersed to meet the individual needs of students,~~ **or dispersed to meet the individual needs of students,** that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian. ~~Due to the purpose of the education district programs, the responsibility to serve in this area will be filled by the Director of Equity and Instructional Services who may consult as~~

needed with school media specialists or licensed school librarians in the district.

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. ~~It is the role of the Director of Equity and Instructional Services to "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.~~

#### IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

- A. The ~~school~~ education district board recognizes the expertise of the ~~education~~ school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the ~~Director of Equity and Instructional Services.~~ library media specialist.
- C. The procedures for selection and reconsideration set forth in this policy will be administered by the ~~Director of Equity and Instructional Services.~~
  - 1. ~~a licensed library media specialist under Minnesota Rules, part 8710.4550;~~
  - 2. ~~an individual with a master's degree in library science or library and information science; or~~
  - 3. ~~a professional librarian or a person trained in library collection management.~~
- D. The ~~school~~ education district board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:
  - 1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;
  - 2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or
  - 3. compliance with state or federal law.

#### V. SELECTION OF LIBRARY MATERIALS

- A. Selection Criteria: The library materials selection process should result in a library

collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
  2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
  3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
  4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
  5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
    - a. Artistic quality and/or literary style;
    - b. Authenticity;
    - c. Critical thinking;
    - d. Educational significance;
    - e. Factual content;
    - f. High interest for intended audience; and
    - g. Readability.
  6. The selection of library materials shall conform to the constraints of the ~~education~~~~school~~ district budget.
- B. The ~~Director of Equity and Instructional Services~~~~library media specialist~~ shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.
- C. The ~~executive director~~ ~~superintendent~~ or the ~~executive director's~~~~superintendent's~~ designee shall be responsible for keeping the ~~school~~~~education~~ district board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the ~~Director of Equity and Instructional Services~~~~library media specialist~~. The ~~school~~ ~~education~~ district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to

benefit the education benefit school education district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

## VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school education district shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

## VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school education district board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. An educationA school education district employee, student, or a parent or guardian of an educationa school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the Director of Equity and Instructional Serviceslibrary media specialist and the building or program principal. The building or program principal and the Director of Equity and Instructional Serviceslibrary media specialist shall assume responsibility for processing the request on an informal basis.

2. The building or program principal and/or the Director of Equity and Instructional Serviceslibrary media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the executive director superintendent or the executive director's superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the executive director superintendent or the executive director's superintendent's designee and the Director of Equity and Instructional Serviceslibrary media specialist of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the ~~executive director Superintendent~~ or the ~~executive director's superintendent's~~ designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
  - a. One member of the ~~school education~~ district administration
  - b. One principal
  - c. Two teachers
  - d. ~~Director of Equity and Instructional Services~~One ~~library media specialist~~ (or ~~district media specialist or public librarian if the school education district does not have a library media specialist~~)
  - e. Two members of the ~~school education~~ district community with no direct connection with the request for reconsideration
  - f. Two student representatives (as appropriate to the specific request).
3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
  - b. shall examine the specific library material as a whole;
  - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
  - d. shall submit a written report to the ~~executive directorsuperintendent~~ or the ~~executive director'ssuperintendent's~~ designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The ~~executive director superintendent~~ or the ~~executive director'ssuperintendent's~~ designee shall inform the requestor and the ~~school education district~~ board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the ~~executive directorsuperintendent~~ or the ~~executive director'ssuperintendent's~~ designee by submitting a written appeal to the ~~executive directorsuperintendent~~ or the ~~executive director'ssuperintendent's~~ designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The ~~executive directorsuperintendent~~ or the ~~executive director'ssuperintendent's~~ designee shall provide a written decision on a requestor's appeal within a reasonable time period.
6. The requestor shall have the right to appeal the decision of the ~~executive directorsuperintendent~~ or the ~~executive director'ssuperintendent's~~ designee to the ~~school education district~~ board.

### VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the ~~school education district~~ board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

- A. the title, author, and other relevant identifying information about the material being challenged;
- B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;
- C. the result of the challenge or reconsideration request; and
- D. accurate and timely information on who from the **school education** district the Department of Education may contact with questions or follow-up.

**IX. PROHIBITION ON RETALIATION**

The **school education** district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)  
 Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
 Minn. Stat. § 123B.09 (School Board Responsibilities)  
 Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)  
 Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)  
 Minn. Rules Part 8710.4550 (Library Media Specialists)  
*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853 (1982)  
*Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)

**Cross References:** MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

**Policy 606.5 Form - Formal Request for Reconsideration of Specific Library Collection Material**

The Goodhue County Education District board adopted Policy 606.5 (Library Materials), under which the board delegated responsibility for selection and evaluation of library materials to school district staff. This policy establishes procedures for formal reconsideration of specific library collection material.

A Goodhue County Education District employee, student, or a parent or guardian of an education district student may request reconsideration of specific library material on the basis of appropriateness.

A requester has the option to request Formal Reconsideration if the informal process set forth in Policy 606.5 has not resolved the matter.

The first step in the Formal Reconsideration process is submission of a fully completed Formal Request for Reconsideration form. A separate form must be completed in full for each library material item for which formal reconsideration is requested.

If you wish to request formal reconsideration of specific library collection material, please return a completed form to:

Jess Whitcomb, Director of Equity and Instructional Services  
River Bluff Education Center  
395 Guernsey Lane  
Red Wing, MN 55066  
651-388-4441  
jwhitcomb@gced.k12.mn.us

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\_\_\_\_\_ **Date**

\_\_\_\_\_ **Name of Requestor**

\_\_\_\_\_ **Address**

\_\_\_\_\_

\_\_\_\_\_ **Phone** **Email**

**Type of Library Material** (please check)

|               |  |
|---------------|--|
| Book (e-book) |  |
| Movie         |  |
| Magazine      |  |
| Database      |  |
| Newspaper     |  |

|                  |  |
|------------------|--|
| Audio Recording  |  |
| Digital Resource |  |
| App              |  |
| Streaming Media  |  |
| Other            |  |

The American Library Association has granted permission to the Minnesota School Boards Association to adapt its *Sample Reconsideration Form* for use by Minnesota school districts and charter schools. Minnesota school districts may revise this sample form as they deem appropriate.

**Title:** \_\_\_\_\_

**Author/Producer:** \_\_\_\_\_

**Please explain the concern you have concerning this Library Material.**

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**Please explain the circumstances that brought this Library Material to your attention.**

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**Have you examined the entire Library Material? If not, please identify the sections you reviewed.**

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**Please identify resources that may provide additional information and/or other viewpoints regarding this Library Material.**

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**Please set forth the ways in which you believe this Library Material does not comply with the selection objectives and criteria set forth in Policy 606.5**

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**Please set forth the resolution that you seek.**

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The American Library Association has granted permission to the Minnesota School Boards Association to adapt its *Sample Reconsideration Form* for use by Minnesota school districts and charter schools. Minnesota school districts may revise this sample form as they deem appropriate.

Adopted: 8/22/24

MSBA/MASA Model Policy 619

Orig. 1998

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

Rev. 2024

## **619 STAFF DEVELOPMENT FOR STANDARDS**

### **I. PURPOSE**

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Graduation Assessment Requirements and with students as they progress to achievement of those Graduation Assessment Requirements and meet the requirements of federal law.

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

The ~~education~~school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction, and assessment to ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels.

### **III. STANDARDS FOR STAFF DEVELOPMENT**

- A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels. The Committee will advise the ~~education district~~school board on the planning of staff development opportunities.
- B. The ~~education~~ school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Graduation Assessment Requirements effectively and to upgrade that implementation continuously.
- C. Staff development plans for the ~~education~~ school district shall address identified needs for Graduation Assessment Requirements implementation throughout all levels of the ~~education~~ school district programs.
- D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the Graduation Assessment Requirements at all levels for all students, including those with special needs.

### **IV. TRAINING AND PROFESSIONAL DEVELOPMENT**

#### **A. Paraprofessionals**

The ~~education~~ school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles, and responsibilities, and building orientation. Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the ~~education~~ school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student, according to the student's disability and how the

disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers and Administrators

The **education school** district will provide high quality and ongoing professional development activities as required by state and federal laws.

**Legal References:** 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 Goals; Striving for Comprehensive Achievement and Civic Readiness)  
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)  
Minn. Stat. § 122A.16 (Qualified Teacher Defined)  
Minn. Stat. § 122A.60 (Staff Development Program)  
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
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 616 (School District System Accountability)



**GOODHUE COUNTY EDUCATION DISTRICT #6051  
NON-CLASSIFIED AGREEMENT**

**2024-2025**

**I. Effective Dates, Termination, and Duties**

**A. Effective Dates**

The following Wage and Benefit package is effective 7/1/2024 - 6/30/2025.

**B. Termination During the Term**

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

**C. Duties**

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

**D. Probationary Period**

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

**E. Evaluations**

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

**II. Duty Year and Leaves**

**A. Basic Work Year**

1. The employee's work schedule will be determined by the Executive Director or designee, taking the requirements of the position into consideration. With agreement from the Executive Director or designee, daily hours may be flexed.
2. Employment will be for 215 days per year and eight (8) hours per day inclusive of a duty free lunch.

**C. Sick Leave**

1. The annual allocation of Earned Sick and Safe Time (ESST) shall be based on MN Statute [181.9445](#), [181.9446](#), [181.9447](#), and [181.9448](#). The annual allotment of time for sick leave shall include the required allocation of ESST. The allocation of ESST is not in addition to the allotment of sick leave.
2. The non-classified employee will earn eleven (11) sick leave days per year. Sick leave will be prorated for employees starting after July 1.
3. Accumulation: Unused sick leave days may accumulate to a maximum of 60 days of sick leave per non-classified employee.
4. Use: Sick leave use is defined in MN Statute 181.9448. Sick leave deductions allowed shall be deducted from the accrued sick leave days earned by the employee.
5. Medical Certificate: The Education District may require an employee to furnish reasonable documentation that the earned sick and safe time ESST is covered by MN Statute 181.9448. 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 teacher for sick leave is reserved to the Education District. In the event that a reasonable documentation medical certificate will be required, the employee will be so advised.

6. Sick leave pay shall be approved only through the use of the Education District online system.

D. Bereavement Leave

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

E. Personal Leave

Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Executive Director of no more than three (3) days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after July 1.

Requests for personal leave must be made through the use of the Education District online system at least three (3) days in advance. Personal leave days shall not be granted for the first and last days of the school year. The Executive Director or designee may allow exceptions.

F. Jury Duty Leave

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

G. Family Medical Leave

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

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

H. Leave of Absence

A leave of absence without pay may be granted, for up to one year, with Board approval, to employees with at least three (3) years of service for additional educational experiences, service in public office or other reasons deemed appropriate by the Education District. for up to one year without losing seniority. Employees must notify the Education District of their intent to return by March 1, of the school year preceding their return. If the notification is not made, the employee will not be guaranteed a position in the coming year.

I. Holiday Pay

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

III. Insurance

A. Health/Hospitalization Insurance

Group Health/Hospitalization Insurance: The Education District shall contribute up to the sums indicated per month for 12 months towards the cost of the group insurance plans listed below for all employees who qualify, and are enrolled in, the group insurance plans. To qualify for the health insurance benefit, the employee must work at least 7.5 hours per day 215 days per year.

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

B. Life Insurance

The Education District shall provide a group term life insurance plan for the employee working at least 7.5 hours per day and 215 days per year, providing \$75,000 of coverage for the employee, payable to the employee's named beneficiary.

The Education District shall contribute the full premium for said coverage for employees working at least 7.5 hours or more per day and 215 days per year.

C. Income Protection Insurance

Income protection insurance shall be available for the employee.

The Education District shall contribute the full premium for said coverage for those employees working at least 7.5 or more hours per day and 215 days per year.

D. 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 Education District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the Education District as a result of denial by an insurer of insurance benefits if the Education District has purchased the policies and paid the premiums described herein.

IV. Workers Compensation

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

V. Salary

The annual salary for this position shall be \$60,000.

**SCHEDULE A**

**TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:**

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

| <u>Years of Service in the Education District</u> | <u>Education District Match</u> |
|---|---------------------------------|
| 0-3   | \$750                           |
| 4-10  | \$1200                          |
| 11-20   | \$1500                          |
| 21+   | \$2500                          |

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

VI. **New Business:**

A. First Reading of Policy 522 Title IX Sex Nondiscrimination Policy Grievance Procedure and Process<sup>35</sup>

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

**[NOTE: In 2024, the U.S. Department of Education, Office of Civil Rights (OCR), released the latest version of the Final Rule amending Title IX regulations at 34 Code of Federal Regulations, part 106. These regulations have an effective date of August 1, 2024.]**

### I. GENERAL STATEMENT OF POLICY

- A. The ~~educationschool~~ district does not discriminate on the basis of sex, including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, in any education program or activity that it operates, including in admission and employment. The ~~educationschool~~ district does not discriminate in such a manner in its implementing regulations. The ~~educationschool~~ district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. Except as provided elsewhere under Title IX or its regulations, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the ~~educationschool~~ district.
- C. The ~~educationschool~~ district prohibits sex-based discrimination or sexual harassment that occurs within its education programs and activities. The ~~educationschool~~ district shall promptly respond in a manner that is prompt and effective.
- D. Except as provided therein, Title IX and its regulations apply to all sex discrimination occurring under ~~ana educationschool~~ district's education program or activity in the United States. For the purpose of this paragraph, conduct that occurs under the ~~educationschool~~ district's education program or activity includes but is not limited to conduct that is subject to the ~~educationschool~~ district's disciplinary authority. The ~~educationschool~~ district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the ~~educationschool~~ district's education program or activity or outside the United States.
- E. The ~~educationschool~~ district has adopted, published, and implemented grievance procedures consistent with the requirements of 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46, that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the ~~educationschool~~ district's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or its regulations.
- F. The ~~educationschool~~ district's obligation to comply with Title IX and its regulations is not obviated or alleviated by the Federal Educational Rights and Privacy Act (FERPA), 20 United States Code, section 1232g, or its implementing regulations, 34 Code of Federal Regulations, part 99, or any state law or local law. The obligation to comply is not obviated or alleviated by any rule or regulation of any organization, club, athletic or other league, or association which would render any applicant or student ineligible to participate or limit the eligibility or participation of any applicant or student, on the

basis of sex, in any education program or activity operated by the ~~educationschool~~ district and which receives Federal financial assistance.

- G. The ~~educationschool~~ district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the ~~educationschool~~ district's education program or activity or outside the United States.
- H. Nothing in Title IX or its regulations may be read in derogation of any legal right of a parent, guardian, or other authorized legal representative to act on behalf of a complainant, respondent, or other person, subject to Paragraph F of this section, including but not limited to making a complaint through the ~~educationschool~~ district's grievance procedures for complaints of sex discrimination.
- I. In the limited circumstances in which Title IX or its regulations permits different treatment or separation on the basis of sex, the ~~educationschool~~ district must not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a person to more than de minimis harm, except as permitted by 20 United States Code, section 1681(a)(1) through (9) and the corresponding regulations sections 106.12 through 106.15, 20 United States Code, section 1686 and its corresponding regulation section 106.32(b)(1), or section 106.41(b). Adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex.
- J. 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 ~~educationschool~~ district's Title IX Coordinator(s) is/are:

**Nicole Bolduan, Principal & Director of Special Education  
River Bluff Education Center  
395 Guernsey Lane  
Red Wing, MN 55066  
651-388-4441  
nbolduan@gced.k12.mn.us**

Inquiries about Title IX and its regulations may be referred to the Title IX Coordinator(s), the United States Department of Education's Office for Civil Rights, or both.

- K. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to the Goodhue County Education District Policies on our website at [gced.k12.mn.us](http://gced.k12.mn.us).
- L. The effective date of this policy is August 1, 2024, and applies to alleged violations of this policy occurring on or after August 1, 2024.

## **II. DEFINITIONS**

- A. "Admission" means selection for part-time, full-time, special, associate, transfer, exchange or any other enrollment, membership, or matriculation in or at an education program or activity operated by the ~~educationschool~~ district.
- B. "Complainant" means
  - 1. a student or employee of the ~~educationschool~~ district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or

2. a person other than a student or employee of the ~~education~~school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX and who was participating or attempting to participate in a ~~education~~school district education program or activity at the time of the alleged sex discrimination.
- C. "Complaint" means an oral or written request to the ~~education~~school district that objectively can be understood as a request for the ~~education~~school district to investigate and make a determination about alleged discrimination under Title IX or its regulations.
1. A person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 Code of Federal Regulations, section 106.44(f)(1)(v).
  2. The following individuals have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the ~~education~~school district investigate and make a determination about alleged discrimination under Title IX:
    - a. a complainant;
    - b. a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
    - c. the ~~education~~school district's Title IX Coordinator.

**[NOTE: When a Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination under Title IX (and in the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process), the Title IX Coordinator must determine whether to initiate a complaint of sex discrimination as required under Title IX. The requirements for such a fact-specific determination are set forth in 34 Code of Federal Regulations, section 106.44(f)(1)(v).]**
  3. With respect to complaints of sex discrimination other than sex-based harassment, in addition to the persons listed above, the following persons have a right to make a complaint:
    - a. any ~~education~~school district student or employee; or
    - b. any person other than a ~~education~~school district student or employee who was participating or attempting to participate in a ~~education~~school district education program or activity at the time of the alleged sex discrimination.
- D. "Confidential employee" means
1. An ~~education~~school district employee whose communications are privileged or confidential under Federal or Minnesota law. The employee's confidential status, for purposes of this part, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; or

2. ~~An~~ ~~education~~ ~~school~~ district employee whom the ~~education~~ ~~school~~ district has designated as confidential under this part for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee's confidential status is only with respect to information received about sex discrimination in connection with providing those services.
- E. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the ~~education~~ ~~school~~ district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
  - F. "Disciplinary sanctions" means consequences imposed on a respondent following a determination under Title IX that the respondent violated the ~~education~~ ~~school~~ district's prohibition on sex discrimination.
  - G. "Parental status" as used in Title IX and its regulations means the status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:
    1. A biological parent;
    2. An adoptive parent;
    3. A foster parent;
    4. A stepparent;
    5. A legal custodian or guardian;
    6. In loco parentis with respect to such a person; or
    7. Actively seeking legal custody, guardianship, visitation, or adoption of such a person.
  - H. "Party" means a complainant or respondent.
  - I. "Peer retaliation" means retaliation by a student against another student.
  - J. "Pregnancy or related conditions" means:
    1. Pregnancy, childbirth, termination of pregnancy, or lactation;
    2. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
    3. Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.
  - K. "Program or activity" and "program" means all of the operations of a local education agency as defined in 20 United States Code, section 8801, a special purpose district, a system of vocational education, or other ~~education~~ ~~school~~ system.
  - L. "Relevant" means related to the allegations of sex discrimination under investigation as part of the grievance procedures under Title IX and 34 Code of Federal Regulations, section 106.44. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

- M. "Remedies" means measures provided, as appropriate, to a complainant or any other person the ~~educationschool~~ district identifies as having had their equal access to the ~~educationschool~~ district's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the ~~educationschool~~ district's education program or activity after ~~ana~~ ~~educationschool~~ district determines that sex discrimination occurred.
- N. "Respondent" means a person who is alleged to have violated the ~~educationschool~~ district's prohibition on sex discrimination.
- O. "Retaliation" means intimidation, threats, coercion, or discrimination against any person by the ~~educationschool~~ district, a student, or an employee or other person authorized by the ~~educationschool~~ district to provide aid, benefit, or service under the ~~educationschool~~ district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.
- P. "Sex-based harassment" prohibited by Title IX and its regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:
1. *Quid pro quo harassment.*  

An employee, agent, or other person authorized by the ~~educationschool~~ district to provide an aid, benefit, or service under the ~~educationschool~~ district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
  2. *Hostile environment harassment.*  

Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the ~~educationschool~~ district's education program or activity (*i.e.*, creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

    - a. The degree to which the conduct affected the complainant's ability to access the ~~educationschool~~ district's education program or activity;
    - b. The type, frequency, and duration of the conduct;
    - c. The parties' ages, roles within the ~~educationschool~~ district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - d. The location of the conduct and the context in which the conduct occurred; and
    - e. Other sex-based harassment in the ~~educationschool~~ district's education program or activity; or
  3. *Specific offenses.*

- a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:
    - i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
      - (a) The length of the relationship;
      - (b) The type of relationship; and
      - (c) The frequency of interaction between the persons involved in the relationship;
  - c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
    - i. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the state of Minnesota, or a person similarly situated to a spouse of the victim;
    - ii. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - iii. shares a child in common with the victim; or
    - iv. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or
  - d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    - i. Fear for the person's safety or the safety of others; or
    - ii. Suffer substantial emotional distress.
- Q. "Student" means a person who has gained admission.
- R. "Student with a disability" means a student who is an individual with a disability as defined in the Rehabilitation Act of 1973, as amended, or a child with a disability as defined in the Individuals with Disabilities Education Act.
- S. "Supportive measures" means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:
- 1. Restore or preserve that party's access to the ~~education~~school district's education program or activity, including measures that are designed to protect the safety of the parties or the ~~education~~school district's educational environment; or

2. Provide support during the ~~educationschool~~ district's grievance procedures or during the informal resolution process.

The ~~educationschool~~ district will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the ~~educationschool~~ district's education program or activity or provide support during the ~~educationschool~~ district's Title IX grievance procedures or during the informal resolution process.

- T. "Title IX" means Title IX of the Education Amendments of 1972, as amended.

### **III. DESIGNATION OF TITLE IX COORDINATOR AND DESIGNEES**

- A. The ~~educationschool~~ district must designate and authorize at least one employee, referred to as a Title IX Coordinator, to coordinate its efforts to comply with its obligations under Title IX and its regulations. If an ~~educationa~~~~educationschool~~ district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over the responsibilities and ensure the ~~educationschool~~ district's consistent compliance with its responsibilities under Title IX and its regulations.
- B. As appropriate, the ~~educationschool~~ district may delegate, or permit a Title IX Coordinator to delegate, specific duties to one or more designees.

### **IV. PARENTAL, FAMILY, OR MARITAL STATUS; PREGNANCY OR RELATED CONDITIONS**

#### A. Status Generally

The ~~educationschool~~ district must not adopt or implement any policy, practice, or procedure concerning a student's current, potential, or past parental, family, or marital status that treats students differently on the basis of sex.

#### B. Pregnancy or Related Conditions

##### 1. Nondiscrimination

The ~~educationschool~~ district must not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. The ~~educationschool~~ district does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education program or activity provided the ~~educationschool~~ district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

##### 2. Responsibility to Provide Title IX Coordinator Contact and Other Information

The ~~educationschool~~ district must ensure that when a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee promptly provides that person with the Title IX Coordinator's contact information and informs that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the ~~educationschool~~ district's education program or activity.

##### 3. Specific Actions to Prevent Discrimination and Ensure Equal Access

The ~~educationschool~~ district must take specific actions below to promptly and effectively prevent sex discrimination and ensure equal access to the ~~educationschool~~ district's education program or activity once the student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions. The Title IX Coordinator must coordinate these actions.

a. Responsibility to provide information about ~~educationschool~~ district obligations.

The ~~educationschool~~ district must inform the student, and if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of the ~~educationschool~~ district's obligations under 34 Code of Federal Regulations, section 106.31, paragraphs (b)(1) through (5) and section 106.44(j) and provide the ~~educationschool~~ district's notice of nondiscrimination under section 106.8(c)(1)

b. Reasonable modifications

i. The ~~educationschool~~ district must make reasonable modifications to the ~~educationschool~~ district's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the ~~educationschool~~ district's education program or activity. Each reasonable modification must be based on the student's individualized needs. In determining what modifications are required under this paragraph, the ~~educationschool~~ district must consult with the student. A modification that an ~~educationa~~~~educationschool~~ district can demonstrate would fundamentally alter the nature of its education program or activity is not a reasonable modification.

ii. The student has discretion to accept or decline each reasonable modification offered by the ~~educationschool~~ district. If a student accepts the ~~educationschool~~ district's offered reasonable modification, the ~~educationschool~~ district must implement it.

iii. Reasonable modifications may include, but are not limited to, breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies (for example, access to a larger desk or a footrest); elevator access; or other changes to policies, practices, or procedures.

c. Voluntary access to separate and comparable portion of program or activity

The ~~educationschool~~ district must allow the student to voluntarily access any separate and comparable portion of the ~~educationschool~~ district's education program or activity under Paragraph A. above.

d. Voluntary leaves of absence

The ~~educationschool~~ district must allow the student to voluntarily take a leave of absence from the ~~educationschool~~ district's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. To the extent that a student qualifies for leave under a leave policy maintained by the ~~educationschool~~ district that allows a greater period of time than the medically necessary period, the ~~educationschool~~ district must permit the student to take voluntary leave under that policy instead if the student so chooses. When the student returns to the ~~educationschool~~ district's education program or activity, the student must be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

e. Lactation space

The ~~educationschool~~ district must ensure that the student can access a lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

f. Limitation on supporting documentation

The ~~educationschool~~ district must not require supporting documentation under Paragraph B.3, subparagraphs b. through e. unless the documentation is necessary and reasonable for the ~~educationschool~~ district to determine the reasonable modifications to make or whether to take additional specific actions. Examples of situations when requiring supporting documentation is not necessary and reasonable include, but are not limited to, when the student's need for a specific action under Paragraph C. subparagraphs 3 through 5 is obvious, such as when a student who is pregnant needs a bigger uniform; when the student has previously provided the ~~educationschool~~ district with sufficient supporting documentation; when the reasonable modification because of pregnancy or related conditions at issue is allowing a student to carry or keep water nearby and drink, use a bigger desk, sit or stand, or take breaks to eat, drink, or use the restroom; when the student has lactation needs; or when the specific action under Paragraph C. subparagraphs 3 through 5 is available to students for reasons other than pregnancy or related conditions without submitting supporting documentation.

4. Comparable Treatment to Other Temporary Medical Conditions

To the extent consistent with Paragraph B.3 above, the ~~educationschool~~ district must treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the ~~educationschool~~ district administers, operates, offers, or participates in with respect to students admitted to the ~~educationschool~~ district's education program or activity.

5. Certification to Participate

The ~~educationschool~~ district must not require a student who is pregnant or

has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the ~~educationschool~~ district's class, program, or extracurricular activity unless:

- a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- b. The ~~educationschool~~ district requires such certification of all students participating in the class, program, or extracurricular activity; and
- c. The information obtained is not used as a basis for discrimination prohibited by this part.

## **V. 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. The ~~educationschool~~ district requires all employees who are not confidential employees to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations. This requirement does not apply to an employee who has personally been subject to conduct that reasonably may constitute sex discrimination under Title IX or its regulations.
- C. Confidential Employee Requirements
  1. The ~~educationschool~~ district must notify all participants in the ~~educationschool~~ district's education program or activity of how to contact its confidential employees, if any.
  2. The ~~educationschool~~ district must require a confidential employee to explain to any person who informs the confidential employee of conduct that reasonably may constitute sex discrimination under Title IX or its regulations:
    - a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;
    - b. How to contact the ~~educationschool~~ district's Title IX Coordinator and how to make a complaint of sex discrimination; and
    - c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.
- D. Any employee of the ~~educationschool~~ district who has experienced, has 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.
- E. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during nonbusiness hours, and may be made in person, by mail, by telephone, or by email 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.

- F. 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~~school district may report the alleged conduct to law enforcement authorities. The ~~education~~school district encourages complainants to report criminal behavior to the police immediately.

## VI. ~~Education~~SCHOOL DISTRICT'S RESPONSE TO SEXUAL HARASSMENT

### A. General

Upon knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, the ~~education~~school district must respond promptly and effectively. The ~~education~~school district must also comply with 34 Code of Federal Regulations, section 106.44 to address sex discrimination in its education program or activity.

### B. Barriers to Reporting

The ~~education~~school district must require its Title IX Coordinator to:

1. Monitor the ~~education~~school district's education program or activity for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations; and
2. Take steps reasonably calculated to address such barriers.

### C. Title IX Coordinator Requirements

1. The Title IX Coordinator is responsible for coordinating the ~~education~~school district's compliance with its obligations under Title IX and its regulations. The ~~education~~school district must require its Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination under Title IX or its regulations, to take the following actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects:
  - a. Treat the complainant and respondent equitably;
  - b. Offer and coordinate supportive measures, as appropriate, for the complainant. In addition, if the ~~education~~school district has initiated grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures, as appropriate, for the respondent;
  - c. Notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures and if applicable and the informal resolution process, if available and appropriate. If a complaint is made, notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate;
  - d. In response to a complaint, initiate the grievance procedures or the informal resolution process, if available and appropriate and requested by all parties;
  - e. In the absence of a complaint or the withdrawal of any or all of the

allegations in a complaint, and in the absence or termination of an informal resolution process, determine whether to initiate a complaint of sex discrimination that complies with the grievance procedures.

- i. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:
    - [a] The complainant's request not to proceed with initiation of a complaint;
    - [b] The complainant's reasonable safety concerns regarding initiation of a complaint;
    - [c] The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
    - [d] The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
    - [e] The age and relationship of the parties, including whether the respondent is an employee of the ~~educationschool~~ district;
    - [f] The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
    - [g] The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
    - [h] Whether the ~~educationschool~~ district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.
  - ii. If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the ~~educationschool~~ district from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint
- f. If initiating a complaint under Subparagraph e. above, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures; and
  - g. Regardless of whether a complaint is initiated, take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the ~~educationschool~~ district's education program or activity.

2. The Title IX Coordinator is not required to comply with Paragraph C.1, subparagraphs a. through g. above upon being notified of conduct that may constitute sex discrimination if the Title IX Coordinator reasonably determines that the conduct as alleged could not constitute sex discrimination under Title IX or its regulations.

D. Supportive Measures

Under the *Title IX Coordinator Requirements* above, the ~~educationschool~~ district must offer and coordinate supportive measures, as appropriate, as described below. For allegations of sex discrimination other than sex-based harassment or retaliation, the ~~educationschool~~ district's provision of supportive measures does not require the ~~educationschool~~ district, its employee, or any other person authorized to provide aid, benefit, or service on the ~~educationschool~~ district's behalf to alter the alleged discriminatory conduct for the purpose of providing a supportive measure.

1. Supportive measures may vary depending on what the ~~educationschool~~ district deems to be reasonably available. These measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.
2. Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the ~~educationschool~~ district's educational environment, or to provide support during the ~~educationschool~~ district's grievance procedures, or during the informal resolution process. The ~~educationschool~~ district must not impose such measures for punitive or disciplinary reasons.
3. The ~~educationschool~~ district may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process, or the ~~educationschool~~ district may continue them beyond that point.
4. The ~~educationschool~~ district must provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the ~~educationschool~~ district's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures. The ~~educationschool~~ district must also provide a party with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.
5. The ~~educationschool~~ district must not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 Code of Federal Regulations section 106.44(j)(1) through (5) applies.

6. The ~~educationschool~~ district must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 in the implementation of supportive measures.

E. Students with Disabilities

If a complainant or respondent is an elementary or secondary student with a disability, the ~~educationschool~~ district must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973 throughout the ~~educationschool~~ district's implementation of grievance procedures under 34 Code of Federal Regulations, section 106.45.

F. Emergency Removal

Nothing in Title IX or its regulations precludes the ~~educationschool~~ district from removing a respondent from the ~~educationschool~~ district's education program or activity on an emergency basis, provided that the ~~educationschool~~ district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

G. Administrative Leave

Nothing in Title IX or its regulations precludes the ~~educationschool~~ district from placing an employee respondent on administrative leave from employment responsibilities during the pendency of the ~~educationschool~~ district's grievance procedures. This provision must not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

H. Prohibited Disclosures of Personally Identifiable Information

The ~~educationschool~~ district must not disclose personally identifiable information obtained in the course of complying with this part, except in the following circumstances:

1. When the ~~educationschool~~ district has obtained prior written consent from a person with the legal right to consent to the disclosure;
2. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
3. To carry out the purposes of 34 Code of Federal Regulations, section 106, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the ~~educationschool~~ district's education

program or activity;

4. As required by federal law, federal regulations, or the terms and conditions of a Federal award, including a grant award or
5. To the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by Minnesota or local law or when permitted under FERPA or its implementing regulations.

**VII. GRIEVANCE PROCEDURES FOR THE PROMPT AND EQUITABLE RESOLUTION OF COMPLAINTS OF SEX DISCRIMINATION**

A. General

The ~~educationschool~~ district's grievance procedures for the prompt and equitable resolution of complaints of sex discrimination must be in writing and include provisions that incorporate the requirements of this section. The requirements related to a respondent apply only to sex discrimination complaints alleging that a person violated the ~~educationschool~~ district's prohibition on sex discrimination. When a sex discrimination complaint alleges that a ~~educationschool~~ district's policy or practice discriminates on the basis of sex, the ~~educationschool~~ district is not considered a respondent.

B. Basic Requirements for Grievance Procedures

The ~~educationschool~~ district's grievance procedures must:

1. Treat complainants and respondents equitably;
2. Require that any person designated as a Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator;
3. Include a presumption that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the ~~educationschool~~ district's grievance procedures for complaints of sex discrimination;
4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, including a process that allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Major stages include, for example, evaluation (i.e., the ~~educationschool~~ district's decision whether to dismiss or investigate a complaint of sex discrimination); investigation; determination; and appeal, if any;
  - a. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
  - b. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the ~~educationschool~~ district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
  - c. 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 ~~educationschool~~ district.

- d. The ~~educationschool~~ 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 ~~educationschool~~ district.
  - e. Although the ~~educationschool~~ district strives to adhere to the timelines described above, in each case, the ~~educationschool~~ 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 ~~educationschool~~ district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.
  - f. The ~~educationschool~~ district has established the following process for reasonable extension of time frames on a case-by-case basis for good cause as set forth above. The process includes notice to the parties and the reason for the delay. Reasonable extensions of time frames are to be taken only when good cause has been identified and a timeline taking that into account has been established with the least amount of additional time. Extensions must be approved by the executive director.
5. Require the ~~educationschool~~ district to take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the ~~educationschool~~ district's grievance procedures, provided that the steps do not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures;
  6. Require an objective evaluation of all evidence that is relevant, as defined in Article II, and not otherwise impermissible—including both inculpatory and exculpatory evidence—and provide that credibility determinations must not be based on a person's status as a complainant, respondent, or witness;
  7. Exclude the following types of evidence, and questions seeking that evidence, as impermissible (i.e., must not be accessed or considered, except by the ~~educationschool~~ district to determine whether an exception in subparagraphs (a) through (c) applies; must not be disclosed; and must not otherwise be used), regardless of whether they are relevant:
    - a. Evidence that is protected under a privilege as recognized by federal or Minnesota law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
    - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the ~~educationschool~~ district obtains that party's or witness's voluntary, written consent for use in the ~~educationschool~~ district's grievance procedures; and

- c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred; and
8. If the ~~educationschool~~ district adopts grievance procedures that apply to the resolution of some, but not all, complaints articulate consistent principles for how the ~~educationschool~~ district will determine which procedures apply.

C. Notice of Allegations

Upon initiation of the ~~educationschool~~ district's grievance procedures, the ~~educationschool~~ district must provide notice of the allegations to the parties whose identities are known.

1. The notice must include:
  - a. The ~~educationschool~~ district's grievance procedures, and if applicable, any informal resolution process;
  - b. Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX or this part, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the ~~educationschool~~ district;
  - c. A statement that retaliation is prohibited; and
  - d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the ~~educationschool~~ district provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.
2. If, in the course of an investigation, the ~~educationschool~~ district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice or that are included in a complaint that is consolidated, the ~~educationschool~~ district must provide notice of the additional allegations to the parties whose identities are known.

**[NOTE: If the ~~educationschool~~ district provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.]**

If, in the course of an investigation, the ~~educationschool~~ district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the ~~educationschool~~ district will notify the parties of the additional allegations.

D. Consolidation

The ~~education~~school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

E. Complaint Investigation

A. The ~~education~~school district must provide for adequate, reliable, and impartial investigation of complaints. To do so, the ~~education~~school district must:

1. Ensure that the burden is on the ~~education~~school district – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred;
2. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;
3. Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance, consistent with § 106.2 and with paragraph (b)(7) of this section; and
4. Provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:
  - a. The ~~education~~school district must provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the ~~education~~school district provides a description of the evidence, it must further provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
  - b. The ~~education~~school district must provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and
  - c. The ~~education~~school district must take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

F. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The ~~education~~school district must provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

G. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the ~~educationschool~~ district must:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred, unless the ~~educationschool~~ district uses the clear and convincing evidence standard of proof in all other comparable proceedings, including proceedings relating to other discrimination complaints, in which case the ~~educationschool~~ district may elect to use that standard of proof in determining whether sex discrimination occurred. Both standards of proof require the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness; if the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker must not determine that sex discrimination occurred.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
3. If there is a determination that sex discrimination occurred, as appropriate, require the Title IX Coordinator to coordinate the provision and implementation of remedies to a complainant and other persons the ~~educationschool~~ district identifies as having had equal access to the ~~educationschool~~ district's education program or activity limited or denied by sex discrimination, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the ~~educationschool~~ district's education program or activity. The ~~educationschool~~ district may not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the ~~educationschool~~ district's grievance procedures that the respondent engaged in prohibited sex discrimination;
4. Comply with 34 Code of Federal Regulations, section 106.45, before the imposition of any disciplinary sanctions against a respondent; and
5. Not discipline a party, witness, or others participating in ~~educationschool~~ district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the ~~educationschool~~ district's determination whether sex discrimination occurred.

H. Additional Provisions

If the ~~educationschool~~ district adopts additional provisions as part of its grievance procedures for handling complaints of sex discrimination, including sex-based harassment, such additional provisions must apply equally to the parties.

I. Informal Resolution

In lieu of resolving a complaint through the ~~educationschool~~ district's grievance procedures, the parties may instead elect to participate in an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) if provided by the ~~educationschool~~ district consistent with that paragraph.

J. Provisions Limited to Sex-Based Harassment Complaints

For complaints alleging sex-based harassment, the grievance procedures must:

1. Describe the range of supportive measures available to complainants and respondents; and
2. List, or describe the range of, the possible disciplinary sanctions that the ~~education~~school district may impose and remedies that the ~~education~~school district may provide following a determination that sex-based harassment occurred.

**VIII. INFORMAL RESOLUTION OF A COMPLAINT**

**[NOTE: The 2024 Title IX amendments do not require an ~~education~~school district to offer an informal resolution process. However, an ~~education~~school district is free to provide such a process in some circumstances, as long as it complies with certain regulatory requirements. Requirements related to informal resolution are set forth in 34 Code of Federal Regulations, section 106.44(k).]**

- A. At any time prior to determining whether sex discrimination occurred, the ~~education~~school district may offer to a complainant and respondent an informal resolution process, unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student or such a process would conflict with federal, Minnesota, or local law. A ~~education~~school district that provides the parties an informal resolution process must, to the extent necessary, also require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the ~~education~~school district's education program or activity.
  1. Subject to the limitations in Paragraph A. above, the ~~education~~school district has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations or when a complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes.
  2. In addition to the limitations in Paragraph A. above, circumstances when the ~~education~~school district may decline to allow informal resolution include but are not limited to when the ~~education~~school district determines that the alleged conduct would present a future risk of harm to others.
- B. The ~~education~~school district must not require or pressure the parties to participate in an informal resolution process. The ~~education~~school district must obtain the parties' voluntary consent to the informal resolution process and must not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.
- C. Before initiation of an informal resolution process, the ~~education~~school district must provide to the parties notice that explains:
  1. The allegations;
  2. The requirements of the informal resolution process;
  3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the ~~education~~school district's grievance procedures;

4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
  5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
  6. What information the ~~educationschool~~ district will maintain and whether and how the ~~educationschool~~ district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.
- D. The facilitator for the informal resolution process must not be the same person as the investigator or the decisionmaker in the ~~educationschool~~ district's grievance procedures. Any person designated by the ~~educationschool~~ district to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training as provided under this policy.
- E. Potential terms that may be included in an informal resolution agreement include but are not limited to:
1. Restrictions on contact; and
  2. Restrictions on the respondent's participation in one or more of the ~~educationschool~~ district's programs or activities or attendance at specific events, including restrictions the ~~educationschool~~ district could have imposed as remedies or disciplinary sanctions had the ~~educationschool~~ district determined at the conclusion of the ~~educationschool~~ district's grievance procedures that sex discrimination occurred.

## **IX. DISMISSAL OF A COMPLAINT**

- A. The ~~educationschool~~ district may dismiss a complaint of sex discrimination made through its grievance procedures under this policy for any of the following reasons:
1. The ~~educationschool~~ district is unable to identify the respondent after taking reasonable steps to do so;
  2. The respondent is not participating in a ~~educationschool~~ district education program or activity and is not employed by the ~~educationschool~~ district;
  3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the ~~educationschool~~ district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or,
  4. The ~~educationschool~~ district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the ~~educationschool~~ district will make reasonable efforts to clarify the allegations with the complainant.
- B. Upon dismissal, the ~~educationschool~~ district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the ~~educationschool~~ district will also notify the respondent of the dismissal and the basis for the dismissal promptly following

notification to the complainant, or simultaneously if notification is in writing.

- C. The ~~educationschool~~ district must notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal occurs after the respondent has been notified of the allegations, then the ~~educationschool~~ district will also notify the respondent that the dismissal may be appealed on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal is appealed, the ~~educationschool~~ district must:
1. Notify the parties of any appeal, including notice of the allegations consistent with paragraph (c) of this section if notice was not previously provided to the respondent;
  2. Implement appeal procedures equally for the parties;
  3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
  4. Ensure that the decisionmaker for the appeal has been trained as set out in this policy;
  5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
  6. Notify the parties of the result of the appeal and the rationale for the result.
- D. When the ~~educationschool~~ district dismisses a complaint, it must, at a minimum:
1. Offer supportive measures to the complainant as appropriate;
  2. For dismissals under Paragraph A. 3 and 4 above in which the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate under 34 Code of Federal Regulations, section 106.44(g); and
  3. Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the ~~educationschool~~ district's education program or activity.
- E. Dismissal of a formal complaint or a portion thereof does not preclude the ~~educationschool~~ district from addressing the underlying conduct in any manner that the ~~educationschool~~ district deems appropriate.

~~Educationschool~~ districts are reminded of the obligation under Minnesota Statutes, section 122A.20, subdivision 2, to make a mandatory report to the Minnesota Professional Educator Licensing and Standards Board concerning any teacher who resigns during the course of an investigation of misconduct.

## **XI. APPEAL OF DETERMINATION**

**Regarding an appeal of a determination, the 2024 Title IX Final Rule states that the ~~educationschool~~ district must offer the parties an appeal process that, at a minimum, is the same as it offers in all other comparable proceedings, if any, including proceedings relating to other discrimination complaints.**

- A. The ~~educationschool~~ district offers the following process for appeals from a determination whether sex discrimination occurred. This appeal process will be, at a minimum, the same as the ~~educationschool~~ district offers in all other comparable proceedings, including proceedings relating to other discrimination complaints.

- B. If notice of an appeal is timely received by the ~~educationschool~~ district, the ~~educationschool~~ district will notify the parties in writing of the receipt of the appeal, assign or designate the appellate decisionmaker, 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 decisionmaker 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 decisionmaker is final. No further review beyond the appeal is permitted.

## **XII. SANCTIONS AND REMEDIES**

Following a determination that sex-based harassment occurred, the ~~educationschool~~ district may impose disciplinary sanctions, which may include any of the disciplinary actions listed in the education district's Code of Student Conduct. The ~~educationschool~~ district may also provide remedies, which may include counseling, resolution and consideration of other options provided by the parties. The following paragraphs further delineate sanctions and remedies.

1. The following is the range of possible remedies that the ~~educationschool~~ district may provide a complainant and disciplinary sanctions that the ~~educationschool~~ 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 ~~educationschool~~ district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the decisionmaker determines a respondent is responsible for violating this policy, the decisionmaker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the ~~executive director~~ ~~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.

## **XIII. RETALIATION**

The ~~educationschool~~ district must prohibit retaliation, including peer retaliation, in its education program or activity. When the ~~educationschool~~ district has information about conduct that reasonably may constitute retaliation under Title IX or its regulations, the ~~educationschool~~ district is obliged to comply with 34 Code of Federal Regulations, section 106.44. Upon receiving a complaint alleging retaliation, the ~~educationschool~~ district must initiate its grievance procedures or, as appropriate, an informal resolution process.

## **XIV. TRAINING**

Training requirements are set forth in 34 Code of Federal Regulations, section 106.8(d).

A. The ~~educationschool~~ district must ensure that the following persons receive training related to their duties under Title IX promptly upon hiring or change of positions that alters their duties under Title IX or its regulations, and annually thereafter. This training must not rely upon sex stereotypes.

1. *All employees must be trained on:*

- a. The ~~educationschool~~ district's obligation to address sex discrimination in its education program or activity;
- b. The scope of conduct that constitutes sex discrimination under Title IX and its regulations, including the definition of sex-based harassment; and
- c. All applicable notification and information requirements under 34 Code of Federal Regulations, sections 106.40(b)(2) and 106.44.

2. *Investigators, decisionmakers, and other persons who are responsible for implementing the ~~educationschool~~ district's grievance procedures or have the authority to modify or terminate supportive measures.*

In addition to the training requirements for all employees described in Paragraphs 1 and 2 above, all investigators, decisionmakers, and other persons who are responsible for implementing the ~~educationschool~~ district's grievance procedures or have the authority to modify or terminate supportive measures under 34 Code of Federal Regulations, section 106.44(g)(4) must be trained on the following topics to the extent related to their responsibilities:

- a. The ~~educationschool~~ district's obligations under 34 Code of Federal Regulations, section 106.44;
- b. The ~~educationschool~~ district's grievance procedures under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46;
- c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
- d. The meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46.

3. *Facilitators of informal resolution process*

In addition to the training requirements for all employees described in Paragraph 1 above, all facilitators of an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) must be trained on the rules and practices associated with the ~~educationschool~~ district's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

4. *Title IX Coordinator and Title IX Personnel*

In addition to the training requirements in Paragraphs 1 through 3 above, the Title IX Coordinator and Title IX Personnel must be trained on their specific responsibilities under 34 Code of Federal Regulations, section 106.8(a), section 106.40(b)(3), section 106.44(f) and (g), the ~~educationschool~~ district's

recordkeeping system and the requirements of 34 Code of Federal Regulations, section 106.8 (f), and any other training necessary to coordinate the ~~educationschool~~ district's compliance with Title IX. "Title IX Personnel" means any person who addresses, works on, or assists with the ~~educationschool~~ district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions.

## **XV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, ~~educationschool~~ district employees, and employee unions.
- B. The ~~educationschool~~ 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. Notice of Nondiscrimination
  1. The ~~educationschool~~ district must provide notice of nondiscrimination to applicants for admission and employment, students, parents, guardians, or other authorized legal representatives of elementary and secondary ~~educationschool~~ students, employees, and all unions holding collective bargaining agreements with the ~~educationschool~~ district.
  2. Contents of Notice of Nondiscrimination

The notice of nondiscrimination must include the following elements:

    - a. A statement that the ~~educationschool~~ district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment;
    - b. A statement that inquiries about the application of Title IX and its regulations to the ~~educationschool~~ district may be referred to the ~~educationschool~~ district's Title IX Coordinator, the federal Office for Civil Rights, or both;
    - c. The name or title, office address, email address, and telephone number of the Title IX Coordinator;
    - d. How to locate the ~~educationschool~~ district's nondiscrimination policy and the ~~educationschool~~ district's grievance procedures; and
    - e. How to report information about conduct that may constitute sex discrimination under Title IX; and how to make a complaint of sex discrimination under the regulations.
  3. The ~~educationschool~~ district must prominently include all elements of its notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to people entitled to notice, or which are otherwise used in connection with the recruitment of students or employees.
  4. If necessary, due to the format or size of any publication, the ~~educationschool~~ district may instead include in those publications the information covered in the following statement: "The Goodhue County Education District prohibits sex discrimination in any education program or activity that it operates.

Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at [gced.k12.mn.us](http://gced.k12.mn.us)~~[INSERT WEBSITE ADDRESS]~~."

5. The ~~educationschool~~ district must not use or distribute a publication stating that the ~~educationschool~~ district treats applicants, students, or employees differently on the basis of sex, except as such treatment is permitted by Title IX or its regulations.

## **XVI. RECORDKEEPING**

The ~~educationschool~~ district must create, and maintain for a period of seven years:

- A. For each complaint of sex discrimination, records documenting the informal resolution process under 34 Code of Federal Regulations, section 106.44(k) or the grievance procedures under section 106.45, and if applicable section 106.46, and the resulting outcome.
- B. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, including notifications under 34 Code of Federal Regulations, section 106.44(c)(1) or (2), records documenting the actions the ~~educationschool~~ district took to meet its obligations under section 106.44
- C. All materials used to provide training under this policy. The ~~educationschool~~ district must make these training materials available upon request for inspection by members of the public.

**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)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)  
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)

EDUCATION DISTRICT NO. 6051

TITLE IX 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)





**GOODHUE COUNTY  
EDUCATION  
DISTRICT**  
PARTNERS IN THE JOURNEY

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# **Goodhue County Education District**

## **Student/Family Handbook 2024 - 2025**

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*Serving B - 12 students from the following school districts:*

- *Cannon Falls*
- *Goodhue*
- *Kenyon-Wanamingo*
- *Lake City*
- *Red Wing*
- *Zumbrota-Mazeppa*

Goodhue County Education District  
395 Guernsey Lane • Red Wing, MN 55066 • 651-388-4441  
[gced.k12.mn.us](http://gced.k12.mn.us)

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## WELCOME TO GCED!

Whatever your program within Goodhue County Education District, hereafter referred to as “GCED”, our teachers and staff are excited about getting to know you! We each bring different expertise and skills, but we are all here for the same reasons.

### **GCED Mission and Vision**

Our mission:

- is to optimize educational opportunities for students by increasing cooperation and coordination among member districts.

Our vision is:

- to engage, inspire and empower each learner to tap into their potential through their own metacognition, being aware of their own learning and responding to their own learning wants and needs.
- involve the learner with goal setting and monitoring their own progress in order to ensure an options-rich future.
- provide a challenging, flexible curriculum with the support and encouragement of responsive staff members.

### **Notice of Copyright**

The Goodhue County Education District Student and Parent Handbook is based on the Minnesota School Boards Association’s (MSBA’s) Model Student Handbook which is protected by copyright.

### **Scope and Limits of Handbook**

This handbook provides important information for students attending all district schools and programs, but it does not contain all Education District policies and procedures. Districts may develop additional procedures that will be distributed to students and/or parents. Board policies are available by:

- 1) Visiting the [gced.k12.mn.us](http://gced.k12.mn.us) webpage;
- 2) Visiting the District Office, which is located near door #1 at the River Bluff Education Center; and
- 3) Contacting the District Office at 651-388-4441.

The District reserves the right to make changes in this handbook and other policies and handbooks.

The Goodhue County Education District Student and Parent Handbook is comprised of four parts:

- 1) Information
- 2) Academics
- 3) Rules and Discipline
- 4) Health and Safety

### **School Site Contact Information**

Pathways/5RO/REACH/STEP:

River Bluff Education Center

395 Guernsey Lane

Red Wing, MN 55066

651-388-4441

### **Alternative Formats**

Contact the District Office at 651-388-4441 to obtain this handbook in different formats including larger print and Spanish versions.

## **Part I – Information**

### **Academic Information**

To increase communication, parents/guardians are encouraged to communicate with the teachers on daily assignments, tests, and grades, as well as, other areas of concern. Parents are encouraged to attend open houses and parent teacher conferences.

### **Calendar**

The Education District calendar is adopted annually by the board. The calendar can be found on the Education District's website at [gced.k12.mn.us](http://gced.k12.mn.us).

### **Complaints**

Students, parents/guardians, employees, or other persons may report concerns or complaints to the Education District. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the Education District's response to the complaint.

### **Distribution of Non-school-Sponsored Materials on School Premises**

The Education District recognizes that students and employees have the right to express themselves on school property. This protection includes distributing nonschool-sponsored material, subject to Education District regulations and procedures, at a reasonable time and place and in a reasonable manner. See Policy 505 for detailed information.

### **Drones**

The Education District prohibits the operation of unmanned aerial vehicles (UAVs), also known as drones, on or over Education District property during school hours and at school district-sponsored events. Exceptions may be requested in advance from the Education District Executive Director or designee, who will determine whether permission will be granted. The request and approval must be in writing.

### **Eighteen-Year-Old Students**

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in education district policy including students may not write or call in their own excuses if they live in the parental home.

### **Employee Directory**

Refer to website [gced.k12.mn.us](http://gced.k12.mn.us)

### **Employment Background Checks**

The Education District will seek criminal history background checks for all applicants who receive an offer of employment with the education district. The Education District may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

### **Equal Access to Education District Facilities**

The Education District has created a limited open forum for secondary students to conduct non-curriculum-related meetings during non-instructional time. The education district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be Education District sponsored; employees or agents of the Education District will be present at religious meetings only in a non-participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the education district; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the Education District.

## **E-Learning Day Plan**

The Education District will share the E-Learning plan at the beginning of each school year.

### **Fees**

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within two miles of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, library books and Chromebooks that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

### **Food Service**

Breakfast and lunch are to be eaten in designated areas only. Meal times vary by program. Students will be notified of their assigned meal times on the first day of school, although meal schedules are subject to change. Additional meals or ala carte items, if available, are charged to the student. Milk will be available to supplement meals brought from home.

We ask that all students complete the free and reduced price eligibility forms. The forms are available in the District Office and will also be sent home with all students. For more information regarding eligibility for free and reduced price meals, contact Jess Pena - 651-385-4583, email [japena@rwps.org](mailto:japena@rwps.org) or click [here](#) for more information.

### **Fundraising**

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the building administrator and the business manager. Participation in non-approved fundraising activities is a violation of Education District policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day.

### **Gifts to Employees**

Employees are not allowed to solicit, accept, or receive a gift from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation.

## **Graduation Ceremony**

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building administrator(s) and resident school district.

## **Interviews of Students by Outside Agencies**

Students may not be interviewed during the school day by persons other than a student's parents/guardians or Education District officials, employees, and/or agents, except as provided by law and/or education district policy.

## **Messages to Students**

Office telephones are not for students' personal use. Students will not be called out of class to receive phone messages except in the event of an emergency. Personal cell phone use during the instructional day is also prohibited. Exceptions based on individual circumstances will be made with the agreement of both the parent/guardian and school.

## **Nondiscrimination**

The Education District is committed to inclusive education and providing an equal educational opportunity for all students. The Education District does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age in its programs and activities. The Education District board has designated the Education District Executive Director, Cheryl Johnson, as the District's Human Rights Officer, ADA and Section 504 Coordinator to handle inquiries regarding nondiscrimination. She can be reached by calling the District Office at 651-388-4441 or by contacting her at 395 Guernsey Lane, Red Wing, MN 55066.

## **Notice of Violent Behavior by Students**

The Education District will give notice to teachers and other appropriate education district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

## **Pledge of Allegiance**

Students will recite the Pledge of Allegiance to the flag of the United States of America on a regular basis but not less than once per week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

## **School Activities**

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority. Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities. All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

## **School Closing Procedures**

School may be canceled when the Education District Executive Director believes that the safety of students and employees is threatened by severe weather or other circumstances. The Education District Executive Director will make a decision about closing school or school buildings as early in the day as possible. The school messaging

system will be used to inform parents of school closures. This system sends phone and email messages to home and or work, so it is essential that your contact information is kept up to date. There is also the ability to opt into text messaging.

## **Searches**

In the interest of student safety and to ensure that schools are safe, Education District authorities may conduct searches. Students violate education district policy when they carry contraband on their person or in their personal possessions or store contraband in their desks, lockers, or vehicles parked on education district property. “Contraband” means any unauthorized item, the possession of which is prohibited by education district policy and/or law. If a search yields contraband, Education District officials will seize the item(s) and, where appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the education district’s “Student Discipline” policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

### Lockers and Personal Possessions within a Locker

According to state law, school lockers are the property of the Education District. At no time does the Education District relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by Education District officials for any reason at any time, without notice, without student consent, and without a search warrant. Students’ personal possessions may be searched only when Education District officials have a reasonable suspicion that the search will uncover evidence of a violation of law or Education District rules. As soon as practicable after the search of a student’s personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

### Desks

School desks are the property of the Education District. At no time does the school relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by Education District officials for any reason at any time, without notice, without student consent, and without a search warrant.

### Personal Possessions and Student’s Person

The personal possessions of a student and/or a student’s person may be searched when Education District officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

### Patrols and Inspections

Education District officials may conduct routine patrols of student parking lots and other Education District locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

### Student’s Motor Vehicle

The interior of a student's motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student’s control upon a school official’s request.

## **School-Sponsored Student Publications**

The Education District may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Staff shall supervise student writers to ensure compliance with the law and Education District policies. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate education district regulations or substantially disrupts the orderly operation of school or school activities;
- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to editorial control by the education district over the style and content when the education’s district’s actions are reasonably related to pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

Student Publications and Materials

The policy of the Education District is to protect students’ free speech rights while, at the same time, preserving the district’s obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building administrator and/or Education District director. Non School-sponsored publications may not be distributed without prior approval. Please refer to Policy 505, Distribution of Non-Education District Sponsored Materials on Education District Premises by Students and Employees at [gced.k12.mn.us](http://gced.k12.mn.us).

Distribution of Non School-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing nonschool-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete “Distribution of Non School-Sponsored Materials on School Premises by Students and Employees” policy.

**Student Records**

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an “eligible” student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more complete information on the rights of parents/guardians and eligible students regarding student records, please see a copy of the Education District’s “Protection and Privacy of Pupil Records” policy in the policy manual located at each building or on the Education District’s website at [gced.k12.mn.us](http://gced.k12.mn.us). For more information on the rights of parents/guardians and eligible students regarding student records, see “Student Records”.

**Student Surveys**

Occasionally, the Education District utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, refer to a copy of the Education District’s “Student Surveys” policy in the policy manual located at each building or on the Education District’s website at [gced.k12.mn.us](http://gced.k12.mn.us).

**Transportation of Public School Students**

The student’s resident district will provide transportation, at the expense of the resident district, for all resident students. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The resident district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students’ parent(s) or guardian(s).

Transportation to and from appointments of any kind outside of the school day is the responsibility of the parent/guardian. The busing system is set up to take students from school to home and home to school. No

special stops will be made unless it is a regular stop that is school related and you receive approval from the building administrator. School personnel will not be able to transport students for these purposes.

The bus ride to and from school is an extension of the school day. Behavior will be monitored. Getting off at a stop other than your own or altering your regular transportation program will result in a school consequence unless prior permission is received from all involved parents/guardians and school.

#### Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

### **Video and Audio Recording**

**School Buses** – All school buses used by the Education District may be equipped for the placement and operation of a video camera. The Education District will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The Education District may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students' misconduct on the bus.

**Places Other Than Buses** – The Education District buildings and grounds may be equipped with video cameras. Video surveillance may occur in any Education District building or on any Education District property. Video surveillance of locker rooms or bathrooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the Education District Executive Director. Video surveillance in the planning room may be utilized on an individual basis if necessary for video modeling and redirecting.

**Students are prohibited from photographing, recording or making any electronic record of other students, staff, or visitors without express consent of the individual that is the subject of the recording, photograph, or electronic record. This policy applies to students during the school day, instructional and non instructional time, or while participating in school events.**

## **Part II – Academics**

### **Cheating and Plagiarism**

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the Education District's "Student Discipline" policy. For more information on this policy refer to a copy of the Education District's "Student Discipline" policy in the policy manual located at each building or on the Education District's website at [gced.k12.mn.us](http://gced.k12.mn.us).

### **Early Graduation**

Students may be considered for early graduation after meeting the conditions provided in school district policy.

### **Extended School Year (ESY) Opportunities**

The Education District provides extended school year (ESY) opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the building administrator or refer to a copy of the Education District's "Extended School Year" policy in the policy manual located at each building or on the Education District's website at [gced.k12.mn.us](http://gced.k12.mn.us).

## Field Trips

Field trips may be offered to supplement student learning. Field trips may be optional and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation. School rules apply on all field trips. You must be in attendance the full day to attend partial day field trips. You must also be in attendance 60% of the week to attend a field trip unless permission is granted the day prior. Students on a modified day will be able to attend field trips only if permission is received and arrangements are made with the building administrator prior to the trip but in no circumstance later than the day preceding the field trip.

## Grades

Students' grades will be reported a minimum of two times during the year at each semester end. Report cards will be sent to parents/guardians or eligible students, along with progress reports. Online grade reports may be reviewed at the Parent Portal of Infinite Campus.

## Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and Goodhue County Education District board, in order to graduate. All students must also pass the state-identified proficiency tests, Minnesota comprehensive assessments, alternate assessments, and/or other applicable tests. Parents may opt out of the statewide assessments for their student(s) by completing the form in *Appendix 12* and returning it to the Education District.

## Course Credits Required

In order to receive a diploma, students must successfully complete the minimum number of credits as established by Goodhue County Education District and comply with the following high school level course requirements:

| <b>High School Level Courses Required for Graduation</b> |                |
|--|----------------|
| <b>Subject Area</b>                                      | <b>Credits</b> |
| Language Arts  | 4              |
| Mathematics  | 3              |
| Science  | 3              |
| Social Studies   | 3.5            |
| Elective Courses   | 8.5            |
| Health   | 0.5            |
| Phy. Ed.   | 0.5            |
| Art  | 1              |

## Minnesota Academic Standards

All students must satisfactorily complete the following required Minnesota Graduation Standards:

|   |
|---|
| Minnesota Academic Standards, Language Arts K-12      |
| Minnesota Academic Standards, Mathematics K-12        |
| Minnesota Academic Standards, Science K-12            |
| Minnesota Academic Standards, Social Studies K-12     |
| Minnesota Academic Standards, Physical Education K-12 |
| Minnesota Academic Standards, Arts K-12               |

Students with an individualized education program (IEP), Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. Eligibility will be defined on the student's plan. Contact their case manager.

### **Parent Right to Know**

If a parent requests it, the Education District will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the Education District will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The Education District also will provide notice to parents if, for four or more consecutive weeks, their child has been assigned to or taught by a teacher who is not highly qualified.

## **Part III - Rules and Discipline**

### **Attendance**

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. For more information on student attendance, contact the building administrator or refer to a copy of the Education District's "Student Attendance" policy in the policy manual located at each building or on the Education District's website at [gced.k12.mn.us](http://gced.k12.mn.us).

### **Bullying Prohibition**

The Education District is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, is prohibited on Education District property, at school-related functions, and by misuse of technology. For detailed information regarding the education district's "Bullying Prohibition" policy, contact the building administrator or refer to a copy of the Education District's "Bullying" policy in the policy manual located at each building or on the Education District's website at [gced.k12.mn.us](http://gced.k12.mn.us).

### **Buses – Conduct on School Buses and Consequences for Misbehavior**

Riding the school bus is a privilege, not a right. The Education District's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The Education District will not provide transportation for students whose transportation privileges have been revoked.

The Education District is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow Education District rules for waiting at a school bus stop and rules for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- No fighting, harassment, intimidation, or horseplay.
- Do not throw any object.
- No eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Do not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the Education District under adopted administrative discipline procedures. All school bus/bus stop misconduct will be reported to the Education District's transportation safety director. Serious misconduct may be reported to local law enforcement.

### **Cell Phones, Pagers, and Other Electronic Communication Devices**

Students are prohibited from using cell phones, pagers, and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by education district policies including, but not limited to, cheating, bullying, harassment, gang activity, etc. If the education district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic device, the Education District may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic device during the school day and/or in violation of Education District policies may be subject to disciplinary action pursuant to the Education District's discipline policy. In addition, a student's cell phone or electronic device may be confiscated by the Education District and, if applicable, provided to law enforcement. Cell phones or other electronic devices that are confiscated and retained by the Education District will be returned in accordance with school building procedures.

### **Discipline**

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For more information on student discipline, contact the building administrator or refer to a copy of the Education District's "Student Discipline" policy in the policy manual located at each building or on the Education District's website at [gced.k12.mn.us](http://gced.k12.mn.us).

## **Ombudsperson Service**

The school district has established an ombudsperson service for students, parents, and staff. This service provides advocacy for enforcement of the Student Code of Conduct and the procedures to remediate disputes related to implementation of the Student Code of Conduct and the goals of the school district in maintaining an orderly learning environment for all students. For more information about this service, contact the Executive Director.

## **Dress and Appearance**

Students are encouraged to be dressed appropriately for school activities and in keeping with community standards.

Appropriate clothing includes, but is not limited to, the following:

- Clothing appropriate for the weather.
- Clothing that does not create a health or safety hazard.
- Clothing appropriate for the activity (i.e., physical education or the classroom).

Inappropriate clothing includes, but is not limited to, the following:

- “Short shorts,” skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.
- Clothing bearing a message that is lewd, vulgar, or obscene.
- Apparel promoting products or activities that are illegal for use by minors.
- Objectionable emblems, badges, symbols, signs, words, objects, or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in education district policy.
- Any apparel or footwear that would damage school property.
- Hats are not to be worn in the building except with the approval of the building administrator (i.e., student undergoing chemotherapy, medical situations).

If the administration believes a student’s appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. A parent or guardian will be notified.

## **Drug-Free School and Workplace**

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The education district will discipline or take appropriate action against anyone who violates this policy. District policy is not violated when a person brings a controlled substance which has a currently accepted medical treatment to a school location for personal use if the person has a physician’s prescription for the substance. Students who have prescriptions must comply with the Education District’s “Student Medication” policy.

## **Harassment and Violence Prohibition**

The Education District strives to maintain learning and working environments that are 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. The Education District prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. For more information on extended harassment and violence prohibition, contact the building administrator or refer to a copy of the Education District’s “Harassment and Violence Prohibition” policy in the policy manual located at each building or on the Education District’s website at [gced.k12.mn.us](http://gced.k12.mn.us).

## **Hazing Prohibition**

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the Education District's "Student Discipline" policy. For more information on hazing prohibition, contact the building administrator or refer to a copy of the Education District's "Hazing Prohibition" policy in the policy manual located at each building or on the education district's website at [gced.k12.mn.us](http://gced.k12.mn.us).

## **Internet Acceptable Use**

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet Acceptable Use" policy is available at the district office.

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;
2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Internet Use Agreement form once per school year.

## **Parking on Education District Property**

### Students

The Education District allows limited use and parking of motor vehicles by students in Education District locations subject to the following rules:

1. Parking a motor vehicle on school property during the school day is a privilege;
2. Parking is permitted in designated areas only, by permit. For information, contact the building administrator.
3. Students are not permitted to use motor vehicles during the school day in any education district locations unless an emergency occurs and permission has been granted to the student by the building administrator;

4. Students are permitted to use motor vehicles on Education District properties only before and after the school day.
5. Students are not permitted to transport other students.
6. Unauthorized vehicles parked on education district property may be towed at the expense of the owner or operator
7. Parent and school must agree on transportation plans prior to commencement.

Interiors of students' vehicles in Education District locations may be searched when education officials have a reasonable suspicion that the search will uncover a violation of law and/or Education District policy or rule. If a search yields contraband, Education District officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the Education District's "Student Discipline" policy.

#### Visitors

Visitors are permitted to park in designated education district visitor parking areas. Unattended vehicles left in other locations on Education District property may be towed at the owner's expense.

### **Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction**

Education district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information, see education district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy.

#### **Transition Process Back to Mainstream School (IEP)**

Transitioning back to mainstream schools is based on an IEP team decision. To encourage a smooth transition natural quarter and semester breaks will be examined when considering such a transition. Generally, transition time with partial days is recommended to start the process.

#### **Vandalism**

Vandalism of any Education District property is prohibited. Violators will be disciplined and may be reported to law enforcement officials.

#### **Weapons Prohibition**

The purpose of this policy is to assure a safe school environment for students, staff, and the public. No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The Education District will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy. For detailed information on the Education District's "Weapons Prohibition" policy, see the policy manual located in each office or go online at [gced.k12.mn.us](http://gced.k12.mn.us). No person will possess, use, or distribute a weapon when in a school location except as provided in education district policy. A "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains;

arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The education district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the executive director of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to education district discretion on a case-by-case basis.

## **Part IV - Health and Safety**

### **Accidents**

All student injuries that occur at school or school-sponsored activities should be reported to the building administrator or lead staff member immediately. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the building administrator or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

### **Asbestos Management Plan**

The education district has developed an asbestos management plan. A copy of this plan is available on the district's website.

### **Crisis Management**

The "Crisis Management" policy addresses a range of potential crisis situations in the education district and includes general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The Education District will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

#### Emergency Contact Information

The Education District will gather emergency contact information at the start of the school year. Students' families are asked to notify the Education District with any changes to student contact information

#### First Aid

Each building is equipped to handle minor injuries requiring first aid. If a student experiences a more serious medical emergency at school, 911 will be called and/or a parent/guardian will be contacted depending on the situation. The Education District has installed automated external defibrillators (AEDs) in each of its buildings. Tampering with any AED is prohibited and may result in discipline.

#### Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent suspects that his/her child has a communicable or contagious disease, the parent should contact the school so that other students who might have been exposed to the disease can be alerted. Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or Education District employees. The Education District will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

#### Health Service

The Education District employs a licensed nurse to provide basic first aid. The nurse works under the direction and supervision of a licensed school nurse. Students who become sick at school should let staff know immediately. In the event of an emergency, staff will call 911 and/or a parent/guardian will be contacted depending on the situation. The building administrator will arrange for students who get sick at

school to go home early. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please call the contact number located in the front of this handbook.

### Immunizations

All students must be properly immunized or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The Education District will maintain a file containing the immunization records for each student in attendance at the Education District for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the building administrator.

### Medications at School during the School Day

The Education District acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Administering Prescription Medications" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to education district policy and procedures, medications administered as noted in a written agreement between the education district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). The Education District is to be notified of any change in a student's prescription medication administration.

### **Pesticide Application Notice**

The Education District may plan to apply pesticide(s) on education district property. To the extent the Education District applies certain pesticides, the Education District will provide a notice by September 15 as to the Education District's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, the schedule of pesticide applications, and the long-term health effects of the class of pesticides on children can be requested by contacting the building administrator in your student's program.

### **Safety**

The safety of students on campus and at school-related activities is a high priority of the Education District. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety.

### **Visitors in District Buildings**

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the main office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the main office and to wear a "visitors badge" while in the building during the school day. Visitors must have the approval of the building administrator before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or Education District property, or such permission may be revoked, if the visitor does not comply with Education District procedures or if the visit is not in the best interests of the students, employee, or the Education District. Students are not allowed to bring visitors to school without prior permission from the building administrator.

**APPENDIXES**

**1. School District Policy Cross Reference Table (please visit [gced.k12.mn.us/district-policies](http://gced.k12.mn.us/district-policies) to view any of our school board approved policies). Policies will be updated pending board approval.**

| <b>Topic</b>                                       | <b>Model Policy Number(s)</b> |
|--|-------------------------------|
| Accidents  | 806                           |
| Alternative Educational Opportunities              | 605                           |
| Attendance   | 503                           |
| <a href="#">Bullying Prohibited</a>                | 514                           |
| Cell Phone   | 506                           |
| Class Assignments                                  | 515                           |
| Complaints   | 103                           |
| Course Credits Required                            | 604                           |
| Crisis Management                                  | 806                           |
| Discipline   | 506                           |
| Drug-Free School and Workplace                     | 417, 418                      |
| Emergency Contact Information                      | 515                           |
| Employee Directory                                 | 406                           |
| Employment Background Checks                       | 404                           |
| Equal Access to School Facilities                  | 801                           |
| Extended School Year                               | 508                           |
| Field Trips  | 610                           |
| Fundraising  | 511                           |
| Gifts to Employees                                 | 421                           |
| Graduation Requirements                            | 613                           |
| <a href="#">Harassment and Violence Prohibited</a> | 413                           |
| <a href="#">Hazing Prohibited</a>                  | 526                           |
| Health Information                                 | 420, 516, 518, 530, 806       |
| Homework   | 506, 612.1                    |
| Internet Acceptable Use                            | 524                           |
| Interviews of Students by Outside Agencies         | 519                           |
| Nondiscrimination                                  | 102, 401, 521, 522, 528       |
| Notification of Violent Students                   | 529                           |
| Parking on School District Property                | 527                           |
| Pledge of Allegiance                               | 531                           |
| Post-Secondary Enrollment Options                  | 620                           |
| Schedule   | 602                           |
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| School Closing Procedures                          | 806                           |
| School Calendar                                    | 602                           |
| Searches   | 502, 527                      |
| Student Dress and Appearance                       | 504                           |
| <a href="#">School Meals Policy</a>                | 534                           |
| School Promotion and Retention                     | 513                           |
| Student Publications and Materials                 | 505, 512                      |
| Student Records                                    | 515                           |
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| Summer School                                      | 623                           |
| <a href="#">Tobacco-Free Schools</a>               | 419                           |
| Transportation of Public School Students           | 707, 709, 710                 |
| Vandalism  | 506                           |
| Video and Audio Recording                          | 711, 712                      |
| Visitors in School District Buildings              | 903                           |
| Weapons Prohibited                                 | 501                           |



## Statewide Assessments: Parent/Guardian Participation Guide and Refusal Information

Your student’s participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

#### Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

#### ACCESS and Alternate ACCESS for English Learners

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student’s learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

### Taking Statewide Assessments Helps Your Student’s School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

### Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student’s school to learn more about locally required assessments.

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## Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any other consequences for not participating.



([education.mn.gov](http://education.mn.gov) >  
Students and Families >  
Programs and Initiatives >  
Statewide Testing)

### Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 20\_\_ to 20\_\_ school year.)



### Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

#### Student Information

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Current Grade in School: \_\_\_\_\_

School: \_\_\_\_\_ District: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal:

Please indicate the statewide assessment(s) you are opting the student out of this school year:

MCA/MTAS Reading

MCA/MTAS Science

MCA/MTAS Mathematics

ACCESS/Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

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## **DATA SHARING AGREEMENT**

This Data Sharing Agreement (“Agreement”) between RiseUp, a community-based Minnesota non-profit outreach organization (“RiseUp”), and Goodhue County Education District (“District”), is entered into as of September 1, 2024 (“Effective Date”). RiseUp and the District are referred to collectively as the “Parties.”

WHEREAS, certain designated individuals affiliated with RiseUp will provide enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after school programming and preventive mental health services for students at the District during the school day and after school; and

WHEREAS, the services to be provided by individuals affiliated with RiseUp are institutional services and functions that would supplement and substitute for services that would otherwise be performed by District employees; and

WHEREAS, the Parties anticipate that individuals affiliated with RiseUp will be required to access personally identifiable information related to students and educational data in order to effectively provide services to District students; and

WHEREAS, RiseUp anticipates individuals affiliated with RiseUp will be required to maintain data regarding the subject assessments of students attending school in the District in order to monitor progress and inform and develop future educational services and homework help for those students; and

WHEREAS, all data collected, received, maintained or disseminated for any purpose in the course of RiseUp’s receipt of data pursuant to this Agreement is governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (“MGDPA”); and

WHEREAS, under a “school official” exception both FERPA and the MGDPA allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be classified as private educational data that is not disclosable to the public; and

WHEREAS, individuals affiliated with RiseUp will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement outlining in greater detail the terms and conditions upon which individuals affiliated with RiseUp will be granted access to certain protected student data as a “school official”; and

WHEREAS, even though RiseUp will be providing services in a manner that meets the requirements to qualify as a “school official,” the Parties agree that it is still desirable to obtain

written consent from a parent/guardian or eligible student before the District releases information protected by FERPA and the MGDPA to individuals affiliated with RiseUp, as well as maintaining data from the subject assessments of students attending the District.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

**1. Services Provided to the District.** RiseUp is a non-profit organization whose staff will, for those families who choose to use its services, provide enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after school programming and preventive mental health services for students at the District during the school day and after school. The services to be provided to the students are instructional services and functions for which the District may otherwise use its own employees. RiseUp understands that it is performing services as an independent contractor and are not employees of the School District.

## **2. Definitions**

**a. Protected Student Data.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minnesota Statutes, section 13.32.

**b. School Official.** When an organization is acting as a “school official” according to the Family Educational Rights and Privacy Act (FERPA), it may access private educational data without the express written consent of a parent/guardian or student over 18. All educational data/records obtained from the district are subject to the direct control of the district and the organization must abide by all lawful directives of the district pertaining to the creation, collection, receipt, use, storage, dissemination and maintenance of educational data/records. The organization is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. Further, all of the data created, collected, received, stored, used, maintained, or disseminated by the organization in performing its functions on behalf of the district is subject to the requirements of the Minnesota Government Data Practices Act and must comply with the requirements of the Minnesota Government Data Practices Act as if it were a government entity.

**3. Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with RiseUp will have a legitimate need to access Protected Student Data in the form of access to Infinite Campus, including grades and Grade Point Average (GPA), attendance, discipline data, Individualized Education Plans (IEPs) and 504 Plans, status of homework completion, as well as subject assessment data. On the initial consent form, parents/guardians may also elect for RiseUp staff to access data related to mental health services. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

**4. Collection and Maintenance of Assessment Data.** In the course of administering the subject assessments described in Paragraph 1, individuals affiliated with RiseUp will have a legitimate need to maintain the data from the subject assessments. Prior to individuals affiliated with RiseUp administering subject assessments of students attending school in the District and maintaining the assessment data, the District must receive proper written consent from the individual parent/guardian or eligible student for RiseUp to administer the subject assessments and for RiseUp to maintain the Protected Student Data using a consent form substantially similar to the attached Exhibit A.

**5. Terms and Conditions Governing Access to Data.** The following terms and conditions govern the manner in which individuals affiliated with RiseUp will have access to the data described in Paragraph 3:

a. Prior to releasing Protected Student Data for an individual student to RiseUp or any of its employees or other representatives, the District must receive proper written consent to release the Protected Student Data to RiseUp from the individual parent/guardian or eligible student using a consent form substantially similar to the attached Exhibit A.

b. Only RiseUp staff with a legitimate educational interest shall be granted access to Protected Student Data in accordance with the terms of the Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of RiseUp who is not an individual associated with RiseUp as defined in Paragraph 6 and who complies with subparagraph (b). For individuals associated with RiseUp who will be providing enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after school programming and preventive mental health services for students at the District during the school day or after school, prior to being granted access to Protected Student Data, the RiseUp staff member must review and sign an acknowledgment and consent form substantially similar to the attached Exhibit B.

**6. Policies and Procedures to Protect Data.** The Parties agree to comply with the following policies and procedures to protect the privacy of Protected Student Data:

a. RiseUp and its employees or representatives shall not disclose Protected Student Data except as provided in Paragraph 6.

b. RiseUp shall at all times comply with School District Policy 515 – Protection and Privacy of Pupil Records, to the extent applicable.

c. RiseUp shall develop its own policies, procedures, and systems to implement appropriate safeguards to protect the privacy of Protected Student Data, including collaborating with i3Works, a consultancy business delivery data support, to analyze data for continuous improvement and grant writing.

**7. Students shall use District-provided technology during RiseUp programming and District-provided email to communicate with RiseUp staff and to complete RiseUp surveys.** Terms and Conditions Governing Access to Data. The following terms and conditions govern the manner in which individuals affiliated with RiseUp will have access to the data described in Paragraph 3:

a. Prior to releasing Protected Student Data for an individual student to RiseUp or any of its employees or other representatives, the District must receive proper written consent to release the Protected Student Data to RiseUp from the individual parent/guardian or eligible student using a consent form substantially similar to the attached Exhibit A.

b. Only RiseUp staff with a legitimate educational interest shall be granted access to Protected Student Data in accordance with the terms of the Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of RiseUp who is not an individual associated with RiseUp as defined in Paragraph 6 and who complies with subparagraph (b). For individuals associated with RiseUp who will be providing enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after school programming and preventive mental health services for students at the District during the school day or after school, prior to being granted access to Protected Student Data, the RiseUp staff member must review and sign an acknowledgment and consent form substantially similar to the attached Exhibit B.

c. RiseUp shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its staff to provide the services referenced in Paragraph 1 and only to the extent specifically authorized, in writing, by individual parents/guardians of students or eligible students receiving such services as provided in Exhibit A.

**8. Rediscovery of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the District as RiseUp staff shall not redisclose Protected Student Data to any person or party other than a District official with a legitimate need to access the data unless disclosure is specifically authorized or required by law.

**9. Term and Termination.** This Agreement shall be for a term of the 2024-2025 school year, commencing on the date of execution by all Parties. Thereafter, the Agreement shall be reviewed and executed annually. This Agreement shall be in effect as determined above, unless otherwise terminated as provided herein. Termination of this Agreement by either Party shall be effective by delivering to the other Party a written notice of termination not less than ten (10) days in advance of the expiration of the initial term or any subsequent term. Notices shall be in writing, delivered personally or by U.S. mail, and directed to the following individuals:

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>RiseUp</b><br/>c/o Mandy Arden<br/>Executive Director<br/>1606 West 3rd St.<br/>Red Wing, MN 55066</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Goodhue County Education District</b><br/>c/o Cherie Johnson<br/>Executive Director<br/>395 Guernsey Ln<br/>Red Wing, MN 55066</li> </ul> |
|---|---|

**10. General Responsibilities of RiseUp.** Work with assigned District staff to promote and engage students and families and obtain proper written permission from parents/guardians to meet with students. Parental/guardian written permission must be submitted to assigned District staff prior to services. RiseUp agents and volunteers who work with our students must complete a background check provided by the School District.

**11. Successors and Assigns.** This Agreement will be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party.

**12. Insurance.** Certificates evidencing insurance obtained shall be furnished upon request. RiseUp will obtain and maintain a comprehensive general liability policy that names the School District as an additional insured. The limits of the policy will include one million five hundred thousand dollars (\$1,500,000) for each occurrence, covering bodily and personal injury and property damage.

**13. Indemnification.** The School District and RiseUp agree to defend, indemnify, and hold each other and their officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying member, and/or its officers, employees, or agents.

**14. Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.

**15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement replaces and supersedes all prior oral or written agreements, representations, and discussions relating to such subject matter.

**IN WITNESS HEREOF**, the Parties have executed this Agreement as of the date first written above.

| <b>RiseUp</b>   | <b>Goodhue County Education District</b>   |
|---|--|
| Date: _____<br><br>By: _____<br><br>Mandy Arden<br>Executive Director | Date: _____<br><br>By: _____<br><br>Its: Chair<br><br>Date: _____<br><br>By: _____<br><br>Its: Clerk |

## REQUEST FOR AUTHORIZATION AND RELEASE

RiseUp (“RiseUp”) is a community and non-profit outreach organization whose agents and volunteers that work with our students must complete a background check provided by the School District. RiseUp will provide these services for students attending schools in Goodhue County Education District (“District”) upon parental/guardian or eligible student request.

To maximize the effectiveness of these educational services, RiseUp and the District have entered into a data sharing agreement allowing RiseUp and its staff to access certain private educational records related to students receiving services from RiseUp. In addition, the data sharing agreement allows for RiseUp to access and maintain other data for the purpose of monitoring, informing, and developing future subject lessons for those students. Data related to these services will not be released by the District to RiseUp without written consent from a parent/guardian or eligible student.

By completing the form on the next page, you are providing written consent for RiseUp and its staff to collect and maintain the following records related to the student named on the form:

- Student data including academic or behavioral data as provided by the School District.

In addition, by completing the form on the backside of this form, you are providing written consent for the District to release to RiseUp and its staff the following records related to the student named on this form:

- Records maintained on Infinite Campus
- Grades
- Attendance
- Status of homework completion

RiseUp and its staff will create, maintain, use, and/or access information contained in the above-listed records only to the extent legitimately necessary to provide enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after-school programming, and preventive mental health services to students attending school in the District who choose to participate in these services. Only RiseUp employees and representatives who have a legitimate educational interest will have access to the above-listed records. Pursuant to RiseUp’s data sharing agreement with the District, RiseUp and its staff are not permitted to share personally identifiable information and educational data contained in the above-listed records with any individual who is not a RiseUp employee or representative or school official with a legitimate need to know the information unless disclosure is specifically authorized or required by law. RiseUp and its staff may make copies of the records described above to the extent legitimately necessary to provide subject instruction or to administer subject assessments of students attending Goodhue County Education District but must return or destroy any copies within 30 days of the expiration of the data sharing agreement.

If you refuse to complete the form on the next page, your student may independently seek out and receive services from RiseUp, but the District will not be sharing private educational data pertinent to these services with RiseUp.

## AUTHORIZATION AND RELEASE SIGNATURE FORM

I have read the "Request for Authorization and Release" outlined on the previous page and understand the reasons for which RiseUp and its staff may seek to create, maintain, access, and/or copy information related to the student named below.

I hereby authorize RiseUp and its staff to collect and maintain the following records related to the student named below:

- Student data including academic or behavioral data as provided by the School District.

I hereby authorize Goodhue County Education District to release the following records to RiseUp and its staff:

- Records maintained on Infinite Campus
- Grades
- Attendance
- Status of homework completion

I authorize RiseUp and its staff to create, maintain, use, and/or access the information contained in the above-listed records to the extent legitimately necessary to provide enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after-school programming, and preventive mental health services to the student named below. I understand that RiseUp may make copies of the records described to the extent legitimately necessary to provide subject instruction in a 1:1 or small group setting.

I understand that I may revoke this authorization at any time by notifying the District Responsible Authority, Allegra Smisek, in writing and that my revocation will be effective as of the date the Responsible Authority receives the revocation. I understand that this authorization will expire at the end of the 2024-2025 school year. I acknowledge that I may refuse to sign this authorization and it will not affect my child's ability to receive educational services from the District.

Student's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ (mm/dd/yy) Grade: \_\_\_\_\_

-----

Parent's/Guardian's Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**ACKNOWLEDGMENT AND CONSENT FORM**

I, [Name], hereby acknowledge that I will be providing enrichment activities, homework help, 1:1 mentoring, peer mentoring, SEL lessons, after-school programming, and preventive mental health services to students enrolled at Goodhue County Education District (“District”) and/or will be administering subject assessments for District students as a [JOB TITLE] affiliated with RiseUp (“RiseUp”). I reviewed and understand the data sharing agreement between RiseUp and the District, which describes the access I will have to private educational data in the course of providing services to District students. I further attest to the fact that RiseUp provided me with training related to the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Minnesota Government Data Practices Act (“MGDPA”), School District Policy 515 – Protection and Privacy of Pupil Records, and other relevant data privacy laws and procedures.

I also reviewed and understand the definitions of “personally identifiable information” and “educational data” as those terms are used in FERPA and the MGDPA. I acknowledge that personally identifiable information and educational data are prohibited from disclosure unless explicitly authorized by law. I understand I qualify for access to personally identifiable information and educational data under the “school official” exception recognized by both FERPA and the MGDPA but only to the extent legitimately necessary for me to provide tutoring, instruction, and/or to administer subject assessments to students (hereinafter “Covered Services”). Nonetheless, pursuant to the data sharing agreement between RiseUp and the District, I understand I will be granted access to personally identifiable information and educational data only if a parent or eligible student provides written consent authorizing RiseUp and its staff to access personally identifiable information and educational data for a particular student. I further understand that I will be granted access only to records specifically enumerated on the individual’s written consent forms and only to the extent legitimately necessary for me to provide the Covered Services as a RiseUp employee or agent.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimately necessary for me to provide Covered Services for my position with RiseUp and only if there has been proper written consent for the release of the information and the provision of Covered Services. I further agree not to redisclose personally identifiable information and educational data to any person who is not RiseUp staff or a District school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law.

I further acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services for my position with RiseUp. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy or return to the District such copies or reproductions within 30 days of the date I cease providing services to the District or within 30 days of the expiration of RiseUp’s data sharing agreement with the District, whichever occurs first.

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

Signed: \_\_\_\_\_

- VII. **Other:**
- VIII. **Comments: Board/Director**
- IX. **Next Meeting Date: Thursday, September 26, 2024 at 7:00 PM at the River Bluff Education Center in Red Wing.**
- X. **Adjournment**