

GOODHUE COUNTY EDUCATION DISTRICT BOARD AGENDA

Thursday, September 26, 2024 at 7:00 PM

River Bluff Education Center, Red Wing

395 Guernsey Ln

Red Wing, MN 55066

AGENDA

- I. **Pledge of Allegiance**
- II. **Call to Order/Adoption of Agenda:**
- III. **Consent Agenda:**
 - A. Approval of August 22, 2024 Minutes

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**GOODHUE COUNTY EDUCATION DISTRICT BOARD
MINUTES**

Thursday, August 22, 2024 at 7:00 PM

**River Bluff Education Center
395 Guernsey Ln.
Red Wing, MN 55066**

MEMBERS PRESENT: J. Stehr, T. Bjornstad, J. Lohmann, D. Balow

MEMBERS ABSENT: B. Brintnall, M. Syverson

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

- I. Call to Order/Adoption of Agenda:** J. Lohmann called the meeting to order. D. Balow motioned to adopt the agenda. J. Stehr seconded, motion passed 4-0.
- II. Consent Agenda:** D. Balow motioned to approve the consent agenda. T. Bjornstad seconded, motion passed 4-0.
 - A. Approval of July 25, 2024 Minutes**
 - B. Approval of Claims:** J. Stehr
 - 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:** J. Paradis reported on the 2023-2024 budget as of 6/30/24. This is the second look at the year end for fiscal year 2023-2024. 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 October. Cash flow has improved and is looking good through the end of the fiscal year.
 - B. Committee Reports:** J. Lohmann mentioned that the Negotiations Committee met with the GCED Paraprofessional Union on August 14, 2024 to begin the negotiations process.
- V. Old Business:**
 - A. 2nd Reading of Policies:**
 - 512 Education District-Sponsored Student Publications and Activities:** D. Balow motioned to approve the 2nd reading of Policy 512 Education District-Sponsored Student Publications and Activities. T. Bjornstad seconded, motion passed 4-0.
 - 606.5 Library Materials and 606.5 Form:** D. Balow motioned to table the 2nd reading of Policy 606.5 Library Materials and 606.5 Library Materials Form until the September board meeting. T. Bjornstad seconded, motion passed 4-0.
 - 619 Staff Development for Standards:** T. Bjornstad motioned to approve the 2nd reading of Policy 619 Staff Development for Standards. J. Stehr seconded, motion passed 4-0.
 - B. Education Technology Support Specialist Agreement:** D. Balow motioned to approve the Education Technology Support Specialist Agreement. J. Stehr seconded, motion passed 4-0.

- VI. New Business:**
- A. First Reading of Policy 522 Title IX Sex Nondiscrimination Policy Grievance Procedure and Process:** C. Johnson presented the first reading of Policy 522 Title IX Sex Nondiscrimination Policy Grievance Procedure and Process.
 - B. 2024 - 2025 GCED Student Handbook:** T. Bjornstad motioned to approve the 2024-2025 GCED Student Handbook. J. Lohmann seconded, motion passed 4-0.
 - C. Data Sharing Agreement with RiseUp Red Wing:** T. Bjornstad motioned to table the Data Sharing Agreement with RiseUp Red Wing until the September board meeting. D. Balow seconded, motion passed 4-0.
- VII. Other:** C. Johnson reminded the board that they are welcome to attend District Day at Treasure Island on August 27, 2024 1:00-2:30 to listen to Joe Beckman.
- VIII. Comments: Board/Director:** C. Johnson commented on GCED day that was held today.
- IX. Next Meeting Date: Thursday, September 26, 2024 at 7:00 PM at the River Bluff Education Center in Red Wing.**
- X. Adjournment:** J. Stehr motioned to adjourn. D. Balow seconded, motion passed 4-0.

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		39910		Direct Pymt	1	1984	E. B. C., LLC/Flex Contributions		Yes	Yes	No	08/16/2024	614.58
MERC		39912		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	Yes	No	08/16/2024	7,271.02
MERC		39913		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	Yes	No	08/16/2024	68,305.94
MERC		39914		Wire	1	2284	E. B. C., LLC /ACS		No	Yes	No	08/16/2024	19,746.35
MERC		39915		Wire	1	2392	US DEPT. OF TREASURY		No	Yes	No	08/16/2024	113,898.65
MERC		39916		Wire	1	2396	MN Dept of Revenue		No	Yes	No	08/16/2024	20,607.58
MERC		39917		Wire	1	2501	Merchants Bank		No	Yes	No	08/16/2024	3,490.68
MERC		39920		Direct Pymt	1	00360	CARLSON, MELISSA		Yes	Yes	No	08/23/2024	63.92
MERC		39921		Direct Pymt	1	00707	MENARD'S RED WING		Yes	Yes	No	08/23/2024	33.84
MERC		39922		Direct Pymt	1	02672	METRO SALES, INC.		Yes	Yes	No	08/23/2024	3,914.28
MERC		39923		Direct Pymt	1	1483	LAKE CITY PUBLIC SCHOOLS		Yes	Yes	No	08/23/2024	66,606.00
MERC		39924		Direct Pymt	1	2645	WPS PUBLISHING		Yes	Yes	No	08/23/2024	933.50
MERC		39925		Direct Pymt	1	2780	HOUGHTON MIFFLIN HARCOURT PUBL		Yes	Yes	No	08/23/2024	22,620.00
MERC		39926		Direct Pymt	1	3184	MCLAREN, ARLIE		Yes	Yes	No	08/23/2024	260.63
MERC		39927		Direct Pymt	1	3335	CARLSON, MEGAN		Yes	Yes	No	08/23/2024	28.14
MERC		39928		Direct Pymt	1	3628	AMPION PBC C/O DEPT. 8121	C Corporation	Yes	Yes	No	08/23/2024	5,045.70
MERC		39929		Direct Pymt	1	3673	AMPION PBC C/O DEPT. 8125	C Corporation	Yes	Yes	No	08/23/2024	94.93
MERC		39953		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	Yes	No	08/23/2024	154.85
MERC		39954		Wire	1	3232	ENTERPRISE FM TRUST		No	Yes	No	08/23/2024	4,079.42
MERC		39955		Direct Pymt	1	1984	E. B. C., LLC/Flex Contributions		Yes	Yes	No	08/28/2024	614.58
MERC		39956		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	Yes	No	08/28/2024	5,982.12
MERC		39957		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	Yes	No	08/28/2024	59,266.49
MERC		39958		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	08/28/2024	19,302.62
MERC		39959		Wire	1	2392	US DEPT. OF TREASURY		No	Yes	No	08/28/2024	91,267.42
MERC		39960		Wire	1	2396	MN Dept of Revenue		No	No	No	08/28/2024	16,177.48
MERC		39961		Wire	1	2501	Merchants Bank		No	Yes	No	08/28/2024	3,490.68
MERC		39963		Direct Pymt	1	00345	ANGELL, MICHELE		Yes	No	No	09/06/2024	30.06
MERC		39964		Direct Pymt	1	00707	MENARD'S RED WING		Yes	No	No	09/06/2024	177.03
MERC		39965		Direct Pymt	1	02672	METRO SALES, INC.		Yes	No	No	09/06/2024	1,495.05
MERC		39966		Direct Pymt	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	09/06/2024	875.76
MERC		39967		Direct Pymt	1	1483	LAKE CITY PUBLIC SCHOOLS		Yes	No	No	09/06/2024	219,486.98
MERC		39968		Direct Pymt	1	2001	HERMANN, ANNA		Yes	No	No	09/06/2024	142.10
MERC		39969		Direct Pymt	1	2081	RENAISSANCE LEARNING		Yes	No	No	09/06/2024	57,654.36
MERC		39970		Direct Pymt	1	2200	PETERSEN, LYNNE		Yes	No	No	09/06/2024	258.62
MERC		39971		Direct Pymt	1	2316	ST. CHARLES PUBLIC SCHOOLS		Yes	No	No	09/06/2024	3,451.38
MERC		39972		Direct Pymt	1	2951	SHI		Yes	No	No	09/06/2024	14,600.00
MERC		39973		Direct Pymt	1	3040	INTEREUM	S Corporation	Yes	No	No	09/06/2024	2,782.07
MERC		39974		Direct Pymt	1	3616	PRICE, MORGAN		Yes	No	No	09/06/2024	234.50
MERC		39975		Direct Pymt	1	3733	BRAFORD, JULIE		Yes	No	No	09/06/2024	32.51

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		39976		Wire	1	03977	SOUTHEAST SERVICE COOPERATIVE		No	No	No	09/06/2024	99,116.08
MERC		39977		Wire	1	1280	DELTA DENTAL PLAN OF MN		No	No	No	09/06/2024	6,888.05
MERC		39978		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	No	No	09/06/2024	319.89
MERC		40001		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	09/06/2024	82.50
MERC		40002		Wire	1	2392	US DEPT. OF TREASURY		No	No	No	09/06/2024	76.50
MERC		40003		Direct Pymt	1	1984	E. B. C., LLC/Flex Contributions		Yes	No	No	09/16/2024	481.25
MERC		40006		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	09/16/2024	7,697.43
MERC		40007		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	09/16/2024	65,303.70
MERC		40008		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	09/16/2024	20,415.30
MERC		40009		Wire	1	2392	US DEPT. OF TREASURY		No	No	No	09/16/2024	104,351.78
MERC		40010		Wire	1	2396	MN Dept of Revenue		No	No	No	09/16/2024	18,862.65
MERC		40011		Wire	1	2501	Merchants Bank		No	No	No	09/16/2024	3,420.68
MERC		40012		Direct Pymt	1	00360	CARLSON, MELISSA		Yes	No	No	09/19/2024	46.10
MERC		40013		Direct Pymt	1	02672	METRO SALES, INC.		Yes	No	No	09/19/2024	246.32
MERC		40014		Direct Pymt	1	03977	SOUTHEAST SERVICE COOPERATIVE		Yes	No	No	09/19/2024	1,700.00
MERC		40015		Direct Pymt	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	09/19/2024	71,924.69
MERC		40016		Direct Pymt	1	09129	RED WING IND SCHOOL DIST 256		Yes	No	No	09/19/2024	534,503.28
MERC		40017		Direct Pymt	1	1483	LAKE CITY PUBLIC SCHOOLS		Yes	No	No	09/19/2024	17,763.29
MERC		40018		Direct Pymt	1	1784	NCS PEARSON, INC.	C Corporation	Yes	No	No	09/19/2024	29,158.95
MERC		40019		Direct Pymt	1	2284	E. B. C., LLC /ACS		Yes	No	No	09/19/2024	138.40
MERC		40020		Direct Pymt	1	2585	TEACHERS ON CALL	C Corporation	Yes	No	No	09/19/2024	696.60
MERC		40021		Direct Pymt	1	2865	INTELLICENTS		Yes	No	No	09/19/2024	1,250.00
MERC		40022		Direct Pymt	1	2951	SHI		Yes	No	No	09/19/2024	738.00
MERC		40023		Direct Pymt	1	2986	YUSTY-ROJAS, JEIMMY		Yes	No	No	09/19/2024	397.85
MERC		40024		Direct Pymt	1	3184	MCLAREN, ARLIE		Yes	No	No	09/19/2024	176.21
MERC		40025		Direct Pymt	1	3222	BAUER, SARAH		Yes	No	No	09/19/2024	741.02
MERC		40026		Direct Pymt	1	3409	RIVERSIDE INSIGHTS		Yes	No	No	09/19/2024	4,470.79
MERC		40027		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	No	No	09/19/2024	444.22
MERC		40028		Direct Pymt	1	3421	ALBIN ACQUISITION CORP		Yes	No	No	09/19/2024	349.50
MERC		40029		Direct Pymt	1	3504	SENECHALLE, MEGAN		Yes	No	No	09/19/2024	66.40
MERC		40030		Direct Pymt	1	3522	CUSTOM ALARM	S Corporation	Yes	No	No	09/19/2024	418.92
MERC		40031		Direct Pymt	1	3548	RED WING PLUMBING & HEATING LLC	LLC - S Corp	Yes	No	No	09/19/2024	1,125.00
MERC		40032		Direct Pymt	1	3601	ESPIRICUETA VALDEZ, ILIANA		Yes	No	No	09/19/2024	229.14
MERC		40033		Direct Pymt	1	3628	AMPION PBC C/O DEPT. 8121	C Corporation	Yes	No	No	09/19/2024	5,962.81
MERC		40034		Direct Pymt	1	3673	AMPION PBC C/O DEPT. 8125	C Corporation	Yes	No	No	09/19/2024	111.90
MERC		40035		Direct Pymt	1	3736	EBERT, ABBY		Yes	No	No	09/19/2024	361.13
MERC		40036		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	No	No	09/19/2024	505.90
MERC		40037		Wire	1	3232	ENTERPRISE FM TRUST		No	No	No	09/19/2024	4,868.62
MERC		39879	21515	Check	1	2716	UCPGC INFINITEC MN GRANT		Yes	Yes	Yes	08/20/2024	(8,091.16)

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		39911	21517	Check	1	09118	EDUCATION MN - GCED		Yes	Yes	No	08/16/2024	3,130.82
MERC		39918	21518	Check	1	3727	KOHRS, ANNA		Yes	Yes	No	08/16/2024	880.77
MERC		39919	21519	Check	1	3728	LUNDE, ANNA		Yes	Yes	No	08/20/2024	1,617.76
MERC		39935	21520	Check	1	09163	ALLEGRA		Yes	No	No	08/23/2024	509.20
MERC		39951	21521	Check	1	3660	BIG DAWG'S MEAT MARKET & DELI	LLC - Partnership	Yes	Yes	No	08/23/2024	2,410.00
MERC		39949	21522	Check	1	3155	BREDEMUS HARDWARE COMPANY, INI		Yes	Yes	No	08/23/2024	1,701.00
MERC		39945	21523	Check	1	2871	EMC Insurance Companies		Yes	No	No	08/23/2024	7,894.07
MERC		39950	21524	Check	1	3641	EMPLOYERS PREFERRED INS. CO		Yes	Yes	No	08/23/2024	3,501.40
MERC		39948	21525	Check	1	3082	GRAINGER		Yes	No	No	08/23/2024	374.22
MERC		39932	21526	Check	1	05772	HAWTHORNE EDUCATIONAL SERVICE		Yes	No	No	08/23/2024	112.70
MERC		39934	21527	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	Yes	No	08/23/2024	3,712.85
MERC		39930	21528	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	08/23/2024	43,512.00
MERC		39936	21529	Check	1	1036	LAKE CITY GRAPHIC & SHOPPER		Yes	No	No	08/23/2024	50.00
MERC		39946	21530	Check	1	2960	LANGUAGE LINE SERVICES	C Corporation	Yes	Yes	No	08/23/2024	4.12
MERC		39933	21531	Check	1	06646	MASA		Yes	No	No	08/23/2024	758.00
MERC		39931	21532	Check	1	02620	MSBA		Yes	No	No	08/23/2024	315.00
MERC		39941	21533	Check	1	2204	NASN		Yes	Yes	No	08/23/2024	150.00
MERC		39937	21534	Check	1	1150	PHONAK, LLC		Yes	Yes	No	08/23/2024	4,165.00
MERC		39940	21535	Check	1	1914	ROBINSON, PENNY		Yes	Yes	No	08/23/2024	2,036.80
MERC		39942	21536	Check	1	2234	SOUTHWEST/WST CENTRAL SERV.COC		Yes	Yes	No	08/23/2024	47,497.52
MERC		39938	21537	Check	1	1401	SYLVANDER HEATING, INC.		Yes	Yes	No	08/23/2024	225.00
MERC		39943	21538	Check	1	2387	TEXT HELP	C Corporation	Yes	Yes	No	08/23/2024	2,143.26
MERC		39952	21539	Check	1	3730	TILL360 LLC		Yes	No	No	08/23/2024	12,000.00
MERC		39947	21540	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	Yes	No	08/23/2024	290.00
MERC		39944	21541	Check	1	2716	UCPGC INFINITEC MN GRANT		Yes	Yes	No	08/23/2024	5,526.32
MERC		39939	21542	Check	1	1789	UPS		Yes	Yes	No	08/23/2024	19.11
MERC		39962	21543	Check	1	09118	EDUCATION MN - GCED		Yes	Yes	No	08/28/2024	3,093.42
MERC		39982	21544	Check	1	01903	CANNON FALLS ISD #252		Yes	No	No	09/06/2024	2,950.00
MERC		39997	21545	Check	1	3505	CAPITAL ONE		Yes	No	No	09/06/2024	259.14
MERC		39994	21546	Check	1	3329	CHASE CARD SERVICES		Yes	No	No	09/06/2024	16,292.22
MERC		39979	21547	Check	1	00433	CITY OF RED WING		Yes	No	No	09/06/2024	1,934.37
MERC		39998	21548	Check	1	3731	DANTONA INDUSTRIES, INC		Yes	No	No	09/06/2024	1,842.75
MERC		39987	21549	Check	1	2376	DOVER-EYOTA ISD #533		Yes	No	No	09/06/2024	1,505.37
MERC		39989	21550	Check	1	2664	GOODHUE COUNTY HEALTH & HUMAN		Yes	No	No	09/06/2024	220,760.00
MERC		39986	21551	Check	1	2358	HASSEMER, KELLY		Yes	No	No	09/06/2024	62.22
MERC		39988	21552	Check	1	2377	HOUSTON PUBLIC SCHOOLS		Yes	No	No	09/06/2024	6,800.00
MERC		40000	21553	Check	1	3734	LAMMINEN, RAELYNN	Ind/Sole Proprietor	Yes	No	No	09/06/2024	100.00
MERC		39999	21554	Check	1	3732	LOKEN'S RUSHFORD INN	LLC - Partnership	Yes	No	No	09/06/2024	60.00
MERC		39983	21555	Check	1	05403	MASE		Yes	No	No	09/06/2024	1,649.00

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		39993	21556	Check	1	3296	MUTUAL OF OMAHA		Yes	No	No	09/06/2024	3,058.15
MERC		39996	21557	Check	1	3495	O'ROURKE MEDIA GROUP		Yes	No	No	09/06/2024	100.66
MERC		39981	21558	Check	1	00670	RATWIK ROSZAK & MALONEY PA		Yes	No	No	09/06/2024	1,570.00
MERC		39980	21559	Check	1	00443	RED WING ACE HARDWARE		Yes	No	No	09/06/2024	36.36
MERC		39985	21560	Check	1	1914	ROBINSON, PENNY		Yes	No	No	09/06/2024	555.12
MERC		39992	21561	Check	1	3099	SCAN AIR FILTER, INC		Yes	No	No	09/06/2024	2,153.00
MERC		39995	21562	Check	1	3434	SCHOLASTIC		Yes	No	No	09/06/2024	274.73
MERC		39991	21563	Check	1	3078	SHRED-N-GO-446138	S Corporation	Yes	No	No	09/06/2024	81.93
MERC		39990	21564	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	No	No	09/06/2024	400.00
MERC		39984	21565	Check	1	1789	UPS		Yes	No	No	09/06/2024	158.63
MERC		40004	21566	Check	1	09118	EDUCATION MN - GCED		Yes	No	No	09/16/2024	3,199.36
MERC		40005	21567	Check	1	3235	Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	09/16/2024	232.80
MERC		40042	21568	Check	1	01903	CANNON FALLS ISD #252		Yes	No	No	09/19/2024	64,021.64
MERC		40046	21569	Check	1	1132	CULLIGAN		Yes	No	No	09/19/2024	62.00
MERC		40055	21570	Check	1	3297	DEL CARMEN POSADA JARAMILLO, MA	Ind/Sole Proprietor	Yes	No	No	09/19/2024	458.15
MERC		40051	21571	Check	1	2871	EMC Insurance Companies		Yes	No	No	09/19/2024	7,894.07
MERC		40050	21572	Check	1	2778	ESTR PUBLICATIONS		Yes	No	No	09/19/2024	344.20
MERC		40061	21573	Check	1	3718	GARCIA, MONICA	Ind/Sole Proprietor	Yes	No	No	09/19/2024	259.79
MERC		40038	21574	Check	1	00227	GODFATHER'S PIZZA		Yes	No	No	09/19/2024	523.34
MERC		40043	21575	Check	1	01904	GOODHUE PUBLIC SCHOOL		Yes	No	No	09/19/2024	99,290.71
MERC		40054	21576	Check	1	3108	GOVERNMENT LEASING & FINANCE, IN		Yes	No	No	09/19/2024	39,979.82
MERC		40059	21577	Check	1	3662	GRAFTON SCHOOL, INC	Other	Yes	No	No	09/19/2024	942.24
MERC		40045	21578	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	No	No	09/19/2024	178.24
MERC		40040	21579	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	09/19/2024	113,514.04
MERC		40052	21580	Check	1	2960	LANGUAGE LINE SERVICES	C Corporation	Yes	No	No	09/19/2024	226.63
MERC		40057	21581	Check	1	3467	MASSP		Yes	No	No	09/19/2024	640.00
MERC		40062	21582	Check	1	3735	MENDIVIL, MARICARMEN	Ind/Sole Proprietor	Yes	No	No	09/19/2024	58.08
MERC		40060	21583	Check	1	3675	MISSISSIPPI WELDING SUPPLY	S Corporation	Yes	No	No	09/19/2024	312.00
MERC		40047	21584	Check	1	1227	PAR, INC.		Yes	No	No	09/19/2024	294.10
MERC		40044	21585	Check	1	06510	PRO-ED, INC		Yes	No	No	09/19/2024	575.30
MERC		40039	21586	Check	1	00245	READ NATURALLY	S Corporation	Yes	No	No	09/19/2024	3,828.00
MERC		40041	21587	Check	1	00563	SOUTH CENTRAL SERVICE COOP		Yes	No	No	09/19/2024	3,863.75
MERC		40058	21588	Check	1	3570	ST. CLOUD STATE UNIVERSITY		Yes	No	No	09/19/2024	15,000.00
MERC		40056	21589	Check	1	3398	TRANE U.S. INC	C Corporation	Yes	No	No	09/19/2024	605.00
MERC		40049	21590	Check	1	2042	TREASURE ISLAND RESORT&CASINO	Other	Yes	No	No	09/19/2024	12,090.86
MERC		40053	21591	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	No	No	09/19/2024	290.00

Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Pay/Void	Amount
MERC		40048	21592		Check	1 1789		UPS		Yes	No	No	09/19/2024		56.19

Bank Total: \$2,611,385.81

Report Total: \$2,611,385.81

C. Staff Updates:

1. **Resignations:** *Heather Zeissler, ELA Teacher 5RO*
2. **New Hire:** *Catherine Swanson, Paraprofessional - RBEC effective 10/21/24; Sarah Edwards, LPN - Zumbrota-Mazeppa effective 9/4/2024; Laurie Poole, ECSE Teacher - Goodhue start is dependent upon approval of Tier 1 license.*
3. **Transfers:** *Lindsay Woodard - .3 MA Lead to .3 B-3 Coordinator effective immediately; Jennifer Marquardt - 1.0 Special Education Coordinator to 1.0 Assistant Director of Special Education with MA Lead Duties; Brian Cashman - 1.0 Coordinator of Federal Programs to 1.0 Director of Federal Programs with Human Resources*
4. **Re-assignment:** *Kate Safe - 1.0 5RO Interventionist to 1.0 5RO Elementary Teacher; Cari Kohrs - 1.0 5RO Elementary Teacher to .21 5RO Interventionist (.79 reassigned to LC); Linda Hodgell - .5 EL Teacher - Gdh to .5 EL Teacher LC; Heather Zeissler - 1.0 5RO ELA Teacher to 1.0 EL Teacher, Gdh*

IV. **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.

V. **Reports and Communication:**

A. Business Manager Report

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As of 9/19/24

District	REACH / Setting IV	STEP	Pathways 6-7	Pathways 8-12	5RO Elementary	5RO Secondary	5RO Part Time	Total
Cannon Falls	2	2	0	2	1	24	33	64
Goodhue	2	1	0	1	1	6	3	14
Kenyon-Wanamingo	9	3	0	0	2	7	14	35
Lake City	3	1	0	2	0	21	21	48
Red Wing	36	5	9	24	13	84	5	176
Zumbrota-Mazeppa	4	3	0	1	3	15	10	36
Non Members	0	0	0	0	2	50	3	55
Total Program	56	15	9	30	22	207	89	428

Total Special Ed	56	15	0	9	2	35	1	118
Percent Special Ed	100.00%	100.00%	0.00%	30.00%	9.09%	16.91%	1.12%	27.57%

Color Code Key	
	MDE Tuition Billing System
	Billed to Districts at or below APU amount
	Billed to Districts throughout year for cash flow and trued up at year end (Open Enrollment)

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	5,759,780	45,091	99.22%	100.00%	100.00%	233,505	5,526,275	4,813,151
FEDERAL	2,251,202	2,587,427	2,260,703	2,367,071	(106,368)	104.71%	100.00%	100.00%	(220,355)	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
TOTALS	16,288,710	18,005,558	18,721,323	19,420,409	(699,086)	103.73%	100.00%	100.00%	1,414,850	18,005,558	16,288,710

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	10,076,742	(160,056)	101.61%	100.00%	100.00%	616,557	9,460,185	8,344,468
EMPLOYEE BENEFITS	2,223,951	2,512,992	2,561,895	2,842,117	(280,222)	110.94%	100.00%	100.00%	329,125	2,512,992	2,223,951
PURCHASED SERVICES	3,795,640	4,342,464	4,440,752	4,318,320	122,432	97.24%	100.00%	100.00%	(24,143)	4,342,464	3,795,640
SUPPLIES	890,342	742,772	773,369	786,637	(13,268)	101.72%	100.00%	100.00%	43,865	742,772	890,342
EQUIPMENT	1,128,431	1,122,686	1,084,745	1,073,045	11,700	98.92%	100.00%	100.00%	(49,642)	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	0
TOTALS	16,404,047	18,300,473	18,803,597	19,122,835	(319,238)	101.70%	100.00%	100.00%	822,362	18,300,473	16,404,047

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	366,441	(66,304)	122.09%	100.00%	100.00%	115,613	250,828	245,155
REGULAR INSTRUCTION	2,522,391	3,033,317	3,013,938	2,524,979	488,959	83.78%	100.00%	100.00%	(508,338)	3,033,317	2,522,391
EXTRA-CURRICULAR ACTIVITIES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
VOCATIONAL INSTRUCTION	351,614	299,927	385,019	393,591	(8,572)	102.23%	100.00%	100.00%	93,664	299,927	351,614
SPECIAL EDUCATION	9,014,155	10,162,969	10,478,105	10,689,215	(211,110)	102.01%	100.00%	100.00%	526,246	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	884,550	(331,461)	159.93%	100.00%	100.00%	132,080	752,469	698,392
PUPIL SUPPORT SERVICES	1,800,017	1,982,331	2,197,000	2,480,061	(283,061)	112.88%	100.00%	100.00%	497,730	1,982,331	1,800,017
FACILITIES	1,415,606	1,429,174	1,476,409	1,354,668	121,741	91.75%	100.00%	100.00%	(74,507)	1,429,174	1,415,606
OTHER FINANCING USES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTALS	16,404,047	18,300,473	18,803,597	19,122,835	(319,238)	101.70%	100.00%	100.00%	822,362	18,300,473	16,404,047

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	19,420,409	(699,086)	103.73%	100.00%	100.00%	1,414,850	18,005,558	16,288,710
EXPENDITURES	16,404,047	18,300,473	18,803,597	19,122,835	(319,238)	101.70%	100.00%	100.00%	822,362	18,300,473	16,404,047
SPENDING VARIANCE	(115,336)	(294,915)	(82,274)	297,573	N/A	N/A	N/A	N/A	592,488	(294,915)	(115,336)

Goodhue County Ed District Reconciliation Worksheet Report 08/31/2024

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1543	08/31/2024	6051	MERC	MERCHANTS BANK GENERAL

Worksheet has been Finalized

Statement Amount 1,155,664.28

Deposits in Transit 362,594.00

Outstanding Payments

Checks 75,024.21

Wires 35,480.10

SHR - Payments 0.00

SHR - Third Party 0.00

Cash 0.00

ACH 0.00

Adjustment Amount 226,607.15

Amount Per Bank 1,634,361.12

GL Account Balance 1,634,361.12

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

Difference 0.00

Adjustments

Manual	08/31/2024	IRS	Wire	76.50	IRS RECORDED IN SEPT
Manual	08/31/2024	KT	Wire	134.13	KT RECORDED IN SEPT
Manual	08/31/2024	SWEEP	Deposit	226,314.02	TRANSFER TO SWEEP
Manual	08/31/2024	TRA	Wire	82.50	TRA RECORDED IN SEPT



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

AS OF 9-19-24

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
ENDING BALANCE	(1,134,511.24)	(575,834.95)	570,776.56	704,492.86	180.54	761,177.52

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	(234,651.62)	-	575,308.28			767,881.47
8/30/2024	(199,410.49)	(267,390.10)	599,822.03	733,458.21		1,634,361.12
ENDING BALANCE	(1,026,843.50)	(610,415.01)	1,437,431.36	1,073,010.75	-	1,634,361.12

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2024	(670,307.09)	-	325,878.04		239,257.93	1,529,190.00
9/15/2024	(223,964.95)	(303,040.23)	-	154,323.75	17,931.01	1,174,439.58
9/17/2024	(1,043,703.19)	-	407,172.99		-	537,909.38
9/30/2024	(199,410.49)	(303,168.31)	33,208.19	340,544.79	43,469.15	452,552.72
ENDING BALANCE	(2,137,385.72)	(606,208.54)	766,259.22	494,868.54	300,658.09	452,552.72

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2024	-	-	-		-	452,552.72
10/9/2024	-	-	881,977.82		193,109.31	1,527,639.85
10/15/2024	(932,656.86)	(280,457.66)	376,193.27	90,710.04	-	781,428.64
10/20/2024	-	-	337,093.68		-	1,118,522.32
10/31/2024	(459,561.72)	(284,572.83)	89,988.77	174,970.38	-	639,346.92
ENDING BALANCE	(1,392,218.58)	(565,030.49)	1,685,253.55	265,680.42	193,109.31	639,346.92

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2024	(164,895.05)	-	-		829.28	475,281.16
11/5/2024	-	-	80,652.49		-	555,933.65
11/15/2024	(192,939.50)	(282,615.81)	-	96,574.57	-	176,952.91
11/20/2024	-	-	14.18		259,033.54	436,000.63
11/30/2024	(458,373.34)	(298,935.24)	326,793.46	154,519.33	9,991.32	169,996.15
ENDING BALANCE	(816,207.89)	(581,551.05)	407,460.12	251,093.90	269,854.14	169,996.15

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2024	-	-	-		-	169,996.15
12/8/2024	(241,258.77)	-	214,800.63		247,273.25	390,811.25
12/15/2024	(192,796.86)	(287,692.72)	221,985.96	313,877.67	137,318.10	583,503.39
12/20/2024	(85,335.60)	-	416,912.63		62,408.73	977,489.16
12/31/2024	(190,385.95)	(288,224.39)	1,484.57	171,206.00	-	671,569.40
ENDING BALANCE	(709,777.18)	(575,917.11)	855,183.79	485,083.67	447,000.08	671,569.40

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2025	-	-	142,360.40	-	-	813,929.79
1/8/2025	(185,918.69)	-	-	-	-	628,011.10
1/15/2025	(996,536.03)	(262,992.73)	1,618.07	285,343.34	105,270.22	(239,286.04)
1/20/2025	-	-	322,315.70	-	-	83,029.66
1/31/2025	-	(275,249.43)	151,320.75	228,274.67	1,603.66	188,979.31
ENDING BALANCE	(1,182,454.73)	(538,242.16)	617,614.91	513,618.00	106,873.89	188,979.31

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2025	(402,446.18)	-	213,371.69	-	22,919.27	22,824.09
2/15/2025	(195,550.90)	(286,735.61)	177,267.30	228,274.67	6,035.04	(47,885.41)
2/20/2025	(48,060.06)	-	277,058.20	-	-	181,112.72
2/28/2025	(531,427.76)	(277,444.74)	279,117.60	475,343.34	161,373.18	288,074.34
ENDING BALANCE	(1,177,484.91)	(564,180.35)	946,814.79	703,618.00	190,327.49	288,074.34

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2025	-	-	305,591.48	-	28,788.70	622,454.51
3/15/2025	(411,889.95)	(277,398.66)	236,935.96	285,343.34	-	455,445.19
3/20/2025	-	-	363,513.45	-	-	818,958.63
3/31/2025	(432,403.77)	(274,877.81)	70,548.50	342,412.00	-	524,637.56
ENDING BALANCE	(844,293.72)	(552,276.47)	976,589.38	627,755.34	28,788.70	524,637.56

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2025	-	-	151,518.81	-	-	676,156.36
4/15/2025	(360,107.20)	(263,326.75)	602,324.55	228,274.67	263,759.95	1,147,081.59
4/20/2025	-	-	256,476.55	-	-	1,403,558.14
4/30/2025	(433,369.45)	(302,357.65)	2,256.88	455,312.17	-	1,125,400.09
ENDING BALANCE	(793,476.65)	(565,684.39)	1,012,576.79	683,586.84	263,759.95	1,125,400.09

MAY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2025	(251,706.29)	-	-	-	862.59	874,556.39
5/15/2025	(343,011.36)	(305,000.00)	232,147.96	285,343.34	-	744,036.33
5/20/2025	(154,144.83)	-	351,448.48	-	-	941,339.97
5/31/2025	(234,354.48)	(338,897.46)	221,192.30	285,343.34	-	874,623.68
ENDING BALANCE	(983,216.95)	(643,897.46)	804,788.74	570,686.67	862.59	874,623.68

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2025	(489,389.13)	-	704,652.44	-	-	1,089,886.99
6/15/2025	(223,675.69)	(319,983.92)	375,050.79	-	-	921,278.18
6/20/2025	-	-	439,044.67	285,343.34	-	1,645,666.18
6/30/2025	(411,775.79)	(296,362.63)	105,758.69	-	323,955.28	1,367,241.74
ENDING BALANCE	(1,124,840.60)	(616,346.54)	1,624,506.58	285,343.34	323,955.28	1,367,241.74

TOTALS	(13,322,711.66)	(6,995,584.52)	-	11,705,255.80	6,658,838.32	2,125,370.05	1,367,241.74
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Business Manager Report 9-26-24

Budget 2023-24 as of 6/30/24

This is the third look at the year end for fiscal year 2023-24. We have earned \$19,420,409 or 103.73% of the revised budget. We have expended \$19,122,835 or 101.7% of the revised expense budget. There are still some entries to be made for the audit which starts Oct 1.

Cash Flow

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

Aug Bank Rec

For your information

Enrollment

We have decreased 306 students from last May. Below is the change by program.

Program	May 24	Sept 24	Change
REACH	56	56	0
STEP	11	15	+4
Pathways 6-7	13	9	-4
Pathways 8-12	30	30	0
5RO Elementary	47	22	-25
5RO Secondary FT	246	207	-39
5RO Secondary PT	331	89	-242
Total	734	428	-306

Paraprofessional Qualifications

Paras with Less than 3 Years Experience (this includes **new hires**)

Must meet one of the following qualification requirements:

- At least two years of college credits (usually 60 credits in MN) through an accredited institution of higher education; or
- An associate's or higher degree; or
- A passing score on the ParaPro Test or ParaEducator Test

Note: The requirements listed above are considered the **regular** qualification requirements.

Paras with at Least 3 Years Experience in Your District

Must either have met one of the the regular qualification requirements; or

Must demonstrate completion of the **Paraprofessional Credential Competency Grid**.

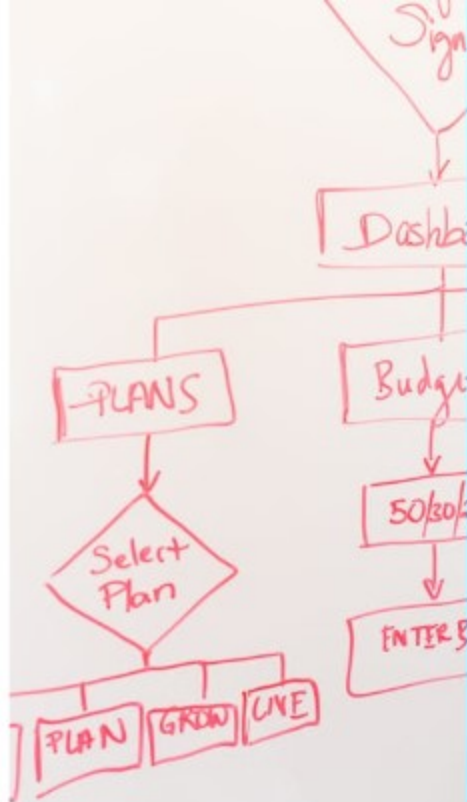
Requirement Allowance for FY25 Only

A para who was employed with your district, charter or cooperative **during FY24** may continue to be paid in whole or part with state special education aid if they either:

- Demonstrates the competencies in **MN 8710.900**, subpart 4, item D and Item I; or
- Is enrolled in a ParaPro or ParaEducator training and testing program. District must pay for test materials and testing fees.

Paras Using the Allowance for FY25 and MOE

Paras who don't meet the regular qualification requirements are not eligible to be included in the MOE calculation and they will not qualify as an allowable exception if the LEA were to fail MOE.



Training Tracking



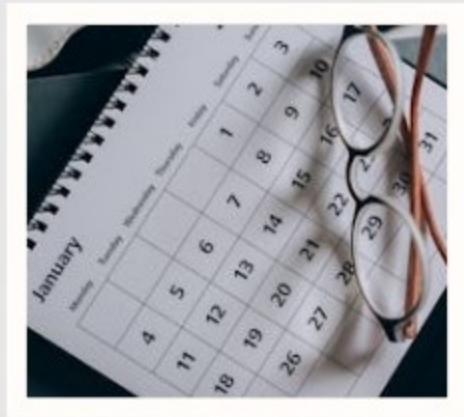
Training Hours

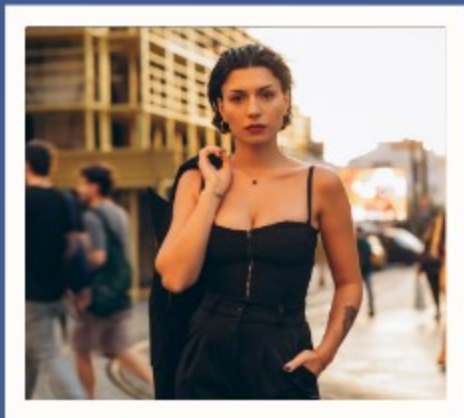
In FY24, districts could receive special education revenue for 8 hours of training for each special education paraprofessional. In FY25, this number has been reduced to 6 hours with the MDE automatically reimbursing for an additional 2 hours.



Hire and Leave Dates

These dates allows payroll, business staff & GCED to claim correct number of days for special education reimbursement. Hire date also tells payroll what the qualification & reimbursement options are for each paraprofessional.





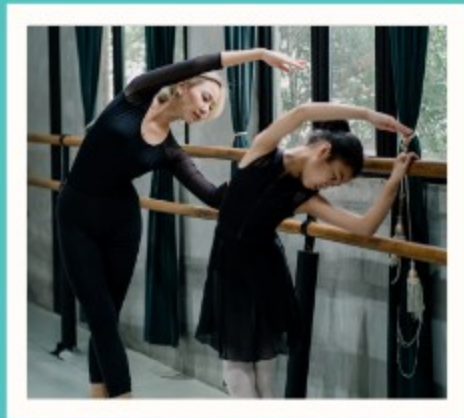
Qualification Status

Qualification status let's payroll, business staff & GCED know how to code a special education paraprofessional & whether special education reimbursement is possible.



Training Topics & Dates

In the absence of this information training hours can't be claimed for reimbursement. Training must fall into designated categories.





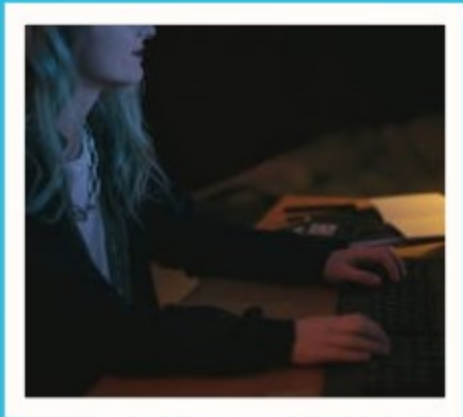
Human Resources Tasks

Collect qualification data & retain for auditing purposes. **Complete** SMARTHR Report for GCED to complete reporting for reimbursement.



Business & Payroll Staff

Rely on training & qualification data to accurately budget, pay & request reimbursement. These staff **set up payroll** codes based on qualification **status** (coordinating with GCED so special education revenue can be adjusted when required) if any changes in coding can occur & **claim for training hours.**





Procedures

GCED created:

- Paraprofessional Training Record spreadsheet
- SMARTHR Procedures for monitoring qualification status
- Instructions for claiming training hours
- Monitoring process to assure all districts receive maximum possible special education revenue
- Weekly testing opportunities



Goodhue County Education Dist
Additional Training

Id	Name	Course	Course Description / Institution	Type	Date Enrolled	Date Completed	Approver	Verified
█	█	AA Degree	/ MN State College SE	REQUIRED	08/21/2017	05/31/2018		Y
█	█	ParaPro Test	/ RBEC	REQUIRED	11/19/2020	11/19/2020		Y
█	█	ParaEducator	/ RBEC	REQUIRED	08/15/2024	01/01/8152		Y
█	█	ParaPro Test	/ RBEC	REQUIRED	07/23/2015	07/23/2015		Y
█	█	ParaPro Test	/ RBEC	REQUIRED	02/25/2021	02/25/2021		Y
█	█	ParaPro Test	/ RBEC	REQUIRED	09/28/2017	09/28/2017		Y
█	█	BA Degree	/ Rochester Community & Technical	CREQUIRED	09/01/2009	08/11/2011		Y
█	█	AA Degree		REQUIRED				N
█	█	BA Degree	/ Winona State University	REQUIRED	09/01/2012	12/09/2016		Y
█	█	Completed 2 years at accredited IHE	/ Winona State University	REQUIRED	09/01/2016	01/01/2018		Y
█	█	AA Degree	/ MN State College Dakota County	REQUIRED	08/19/1996	03/31/1998		27 Y
█	█	ParaPro Test	/ RBEC	REQUIRED	01/21/2016	01/21/2016		Y

Employee Count 12

C. Support for Decision-Making Series - 5RiversOnline: **How it came about, why it was created, answers to questions & current enrollment**

VI. **Committee Reports:**

VII. **Old Business:**

A. 3rd Reading of Policy 606.5 Library Materials and Policy 606.5 Form

29

Adopted: _____

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 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 education district board delegates to the executive director or the executive director's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained education district staff, with recognition that the 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 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 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, 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 instructional materials that are 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 education district board recognizes the expertise of the education 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 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 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 or the executive director's designee shall be responsible for keeping the 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 education district's ~~library libraries~~ ~~welcomes~~ ~~welcome~~ donations of books and other resource materials from individuals and organizations, but also ~~reserves~~ ~~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 district's ~~library 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 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 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 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. 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 Services~~ ~~library media specialist~~ and the building or program principal. The building or program principal and the ~~Director of Equity and Instructional Services~~ ~~library 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 Services~~ ~~library 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 or the executive director'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 or the executive director's designee and the ~~Director of Equity and Instructional Services~~ ~~library 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 or the executive director's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

- a. One member of the education district administration
 - b. One principal
 - c. Two teachers
 - d. ~~One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)~~ Director of Equity and Instructional Services
 - e. Two members of the 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 director or the executive director'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 or the executive director's designee shall inform the requestor and the education district board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the executive director or the executive director's designee by submitting a written appeal to the executive director or the executive director's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The executive director or the executive director's designee shall provide a written decision on a requestor's appeal within a reasonable time period.
 6. The requester shall have the right to appeal the decision of the executive director or the executive director's designee to the education district board.

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the 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 education district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The 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

_____ **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	

Title: _____

Author/Producer: _____

Please explain the concern you have concerning this Library Material.

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

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

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

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

Please set forth the resolution that you seek.

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.



2024 Title IX and Policy 522 Update

Introduction

In April 2024, the U.S. Department of Education, Office of Civil Rights (OCR) released the latest version of the Final Rule (regulations) for Title IX (34 Code of Federal Regulations, part 106).

The U.S. Department of Education website states that the 2024 Final Rule protects all students and employees from all sex discrimination prohibited under Title IX, including discrimination based on sex stereotypes, sexual orientation, gender identity and sex characteristics. The 2024 Final Rule also revises the procedures that schools are to implement for Title IX grievances and related matters.

The 2024 Final Rule, which has an effective date of August 1, 2024, has been challenged in courts throughout the United States, though not in Minnesota at the time that the new version of Model Policy 522 was created. States that have challenged the 2024 Final Rule have focused upon the Final Rule's prohibition on gender identity discrimination and upon provisions that may potentially require schools to allow transgender students to use restrooms, locker rooms, and pronouns that align with their gender identity, among other claims. Courts have issued injunctions preventing enforcement of the Title IX Final Rule in states that have challenged the regulations.

The Title IX Final Rule provisions to which some states have objected in court are consistent with state law in Minnesota and some other states. The Minnesota Human Rights Act (Minnesota Statutes, chapter 363A) prohibits discrimination "in any manner in the full utilization of or benefit from any educational institution" because gender identity. In September 2020, the Minnesota Court of Appeals issued a decision involving a transgender student's use of a school locker room. The Court wrote, "we conclude from the plain language of the MHRA prohibits separating and segregating a transgender student from locker-room access" (the court later extended its reasoning to restroom use).

Because the 2024 Final Rule appears to be largely consistent with the Minnesota Human Rights Act and because the Final Rule's procedural provisions may be significantly beneficial, **MSBA created a new version of Model Policy 522, which is now posted on the MSBA website.**

The revisions to Model Policy 522 largely restructure the previous version of the model policy and include numerous changes. Due to the significant nature of these changes, the 2024 revisions are not shown in redline—the Model Policy 522 fully replaces the previous version.

In summary, the changes include:

- Article I, Paragraphs A-D - These paragraphs were substantially revised to comply with the new requirements of the 2024 Final Rule.
- Article I, Paragraph E – This paragraph includes language as to the expanded scope of a school district’s obligations under the 2024 Final Rule.
- Article I, Paragraph J – This paragraph adds language to the existing paragraph as required by 34 C.F.R. § 106.31(a).
- Article II – The 2024 regulations delete references to “actual knowledge” and deliberate indifference” and insert a requirement that schools respond “promptly and effectively.” See C.F.R. § 106.44(a). The definitions in Article II were revised to incorporate this change.
- Article III – This Article addresses the designation of a school district’s Title IX Coordinator. The 2024 Final Rule significantly revised the designation requirements under Title IX, allowing some of the required roles/responsibilities in the grievance process to be combined or performed by one individual. It is recommended, however, that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint or is otherwise not qualified under this policy to serve in that role in a particular case.
- Article IV - This Article is essentially new as it incorporates numerous changes and significant additions to school district requirements related to protecting parent, family, marital status and related conditions as found in 34 C.F.R. § 106.40.
- Article VI, Paragraph F – This paragraph address emergency removals of students and employees from school who are alleged to have engaged in harassment and/or violence. The interrelationship between the Title IX regulations authorizing the emergency removal of students and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.
- Article VII – The grievance procedures in this Article were significantly revised in the 2024 Final Rule resulting in substantial revisions to this Article.
- Article VII.B – As noted in this section, the Title IX regulations require reasonably prompt timeframes for major stages of the grievance procedures, but do not specify any particular timeframes. School districts may, therefore, establish their own district-specific timeframes. Despite this discretion, it is recommended that legal counsel be consulted before adjusting time periods as the suggested timeframes still comport with the general expectations of enforcement agencies and significant changes could lead to a legal challenge.
- Article VII.B.7(c) - This paragraph identifies how certain evidence is to be considered in determining if harassment occurred. One factor addressed is the issue of consent. This term is not defined in the Model Policy or in the new regulations. The federal Department of Education will not require a school district to adopt a particular definition of consent, where that term is applicable with respect to sex-based harassment and the determination as to what “consent” means will be left to the school district. If assistance is needed in a particular case in determining this standard, it is recommended that school district legal counsel be consulted.



- Article VII.E. – This paragraph addresses an untested provision of the Title IX regulations that gives schools some discretion to consolidate related complaints. The regulations provide that a school 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. Thus, as noted in this section of the model policy, schools have the discretion to consolidate related complaints despite the data privacy rights of individual parties or witnesses. It is important to note, however, that this decision is discretionary. Yet, the decision may have an impact not only on data privacy rights but the ultimate determination as to a violation by the respondent(s) due to the introduction of evidence that shows additional acts of alleged misconduct. For these reasons, there is a possibility that challenges could be raised if a school district unilaterally decides to consolidate complaints, even if it has the right to do so under Title IX. For these reasons, before making this decision, school districts may wish to consult with legal counsel as to whether to unilaterally proceed with consolidation or seek the prior written consent from parties to consolidate and waive their data privacy rights, to the extent the right to privacy or other due process rights are impacted.
- Article XV. C.5 – This paragraph provides a notification as to the prohibition that a school district must not distribute publications stating that applicants, students or employees may be treated differently based on sex unless otherwise permitted. The 2024 Final Rule adds requirements regarding the notice of nondiscrimination and the publication of this requirement.
- Article XVI – This Article sets out specific data retention requirements under the 2024 Final Rule. These retention requirements may differ from school district retention policies under their adopted Records Retention Schedule that is required by state law. Thus, school districts should consider whether amendments should be made to their Records Retention Schedule and submitted to the State Historical Society for approval.

To the extent that the 2024 Final Rule is challenged in a manner that would affect its enforcement in Minnesota, MSBA will make adjustments to the Model Policy in the future. For the time being, however, the revisions to this policy are applicable and enforceable for Minnesota schools. School boards are encouraged to consult with the school district’s attorney if they have questions as to adopting the new version of Model Policy 522.



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 education 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 education district does not discriminate in such a manner in its implementing regulations. The education 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 education district.
- C. The education district prohibits sex-based discrimination or sexual harassment that occurs within its education programs and activities. The education 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 an education district's education program or activity in the United States. For the purpose of this paragraph, conduct that occurs under the education district's education program or activity includes but is not limited to conduct that is subject to the education district's disciplinary authority. The education 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 education district's education program or activity or outside the United States.
- E. The education 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 education 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 education 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 education district and which receives Federal financial assistance.

- G. The education 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 education 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 education 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 education 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 education district's Title IX Coordinator(s) is:

Nicole Bolduan, Director of Special Education
Phone: 651-388-4441
River Bluff Education Center
395 Guernsey Lane
Red Wing, MN 55066
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, No. 6051 Policy Manual on the website at gced.k12.mn.us under Governance or in the Goodhue County Education District, No. 6051 Offices located at 395 Guernsey Lane, Red Wing, MN 55066.
- 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 education district.
- B. "Complainant" means
1. a student or employee of the education 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 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 district education program or activity at the time of the alleged sex discrimination.
- C. "Complaint" means an oral or written request to the education district that objectively can be understood as a request for the education 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 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 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 district student or employee; or
 - b. any person other than an education district student or employee who was participating or attempting to participate in an education district education program or activity at the time of the alleged sex discrimination.

- D. "Confidential employee" means
 - 1. An education 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 district employee whom the education 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 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 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 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 education district identifies as having had their equal access to the education 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 education district's education program or activity after the education district determines that sex discrimination occurred.
- N. "Respondent" means a person who is alleged to have violated the education district's prohibition on sex discrimination.
- O. "Retaliation" means intimidation, threats, coercion, or discrimination against any person by the education district, a student, or an employee or other person authorized by the education district to provide aid, benefit, or service under the education 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 education district to provide an aid, benefit, or service under the education 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 education 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 education district's education program or activity;
- b. The type, frequency, and duration of the conduct;
- c. The parties' ages, roles within the education 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 education 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 district’s education program or activity, including measures that are designed to protect the safety of the parties or the education district’s educational environment; or
 - 2. Provide support during the education district’s grievance procedures or during the informal resolution process.

The education 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 education district’s education program or activity or provide support during the education 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 education 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 a education 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 education district’s consistent compliance with its responsibilities under Title IX and its regulations.
- B. As appropriate, the education 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 education 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 education 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 education 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 education 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 education 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 education district's education program or activity.

3. Specific Actions to Prevent Discrimination and Ensure Equal Access

The education district must take specific actions below to promptly and effectively prevent sex discrimination and ensure equal access to the education 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 education district obligations.

The education 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 education 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 education district's notice of nondiscrimination under section 106.8(c)(1)

b. Reasonable modifications

i. The education district must make reasonable modifications to the education district's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the education 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 education district must consult with the student. A modification that a education 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 education district. If a student accepts the education district's offered reasonable modification, the education 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 education district must allow the student to voluntarily access any separate and comparable portion of the education district's education program or activity under Paragraph A. above.

d. Voluntary leaves of absence

The education district must allow the student to voluntarily take a leave of absence from the education 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 education district that allows a greater period of time than the medically necessary period, the education district must permit the student to take voluntary leave under that policy instead if the student so chooses. When the student returns to the education 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 education 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 education district must not require supporting documentation under Paragraph B.3, subparagraphs b. through e. unless the documentation is necessary and reasonable for the education 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 education 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 education 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 education district administers, operates, offers, or participates in with respect to students admitted to the education district's education program or activity.

5. Certification to Participate

The education 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 education 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 education 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 education 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 education district must notify all participants in the education district's education program or activity of how to contact its confidential employees, if any.
 - 2. The education 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 education 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 education 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 district may report the alleged conduct to law enforcement authorities. The education district encourages complainants to report criminal behavior to the police immediately.

VI. EDUCATION 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 district must respond promptly and effectively. The education 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 district must require its Title IX Coordinator to:

1. Monitor the education 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 district's compliance with its obligations under Title IX and its regulations. The education 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 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 education 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 education 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 education 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 education 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 education 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 education district's provision of supportive measures does not require the education district, its employee, or any other person authorized to provide aid, benefit, or service on the education 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 education 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 education district's educational environment, or to provide support during the education district's grievance procedures, or during the informal resolution process. The education district must not impose such measures for punitive or disciplinary reasons.
3. The education 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 education district may continue them beyond that point.
4. The education district must provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the education 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 education 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 education 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 education 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 education 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 education 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 education district from removing a respondent from the education district's education program or activity on an emergency basis, provided that the education 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 education district from placing an employee respondent on administrative leave from employment responsibilities during the pendency of the education 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 education district must not disclose personally identifiable information obtained in the course of complying with this part, except in the following circumstances:

1. When the education 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 education 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 education 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 education district's prohibition on sex discrimination. When a sex discrimination complaint alleges that a education district's policy or practice discriminates on the basis of sex, the education district is not considered a respondent.

B. Basic Requirements for Grievance Procedures

The education 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 education 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 timeframes 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 education district's decision whether to dismiss or investigate a complaint of sex discrimination); investigation; determination; and appeal, if any;

[NOTE: The Title IX regulations require reasonably prompt timeframes for major stages of the grievance procedures, but do not specify any particular timeframes. Education districts may establish their own district-specific timeframes. A sample set of provisions is offered below.]

- 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 education 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 education district.
 - d. The education district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the education district.
 - e. Although the education district strives to adhere to the timelines described above, in each case, the education district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening education district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.
 - f. The education district has established the following process for reasonable extension of timeframes 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:
 - 1. If the investigator determines that a reasonable extension may be required, they will submit a request to the executive director, or if the executive director is a party to the investigation, to the education district board prior to the end of the timeframe described above.
 - 2. If the executive director or education district board determines that the request is reasonable, they will issue an amended timeframe to follow.
- 5.
- Require the education district to take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the education 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 education 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 education district obtains that party's or witness's voluntary, written consent for use in the education 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 education district adopts grievance procedures that apply to the resolution of some, but not all, complaints articulate consistent principles for how the education district will determine which procedures apply.

C. Notice of Allegations

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

1. The notice must include:
 - a. The education 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 education 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 education 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 education 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 education district must provide notice of the additional allegations to the parties whose identities are known.

[NOTE: If the education 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 education 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 education district will notify the parties of the additional allegations.

D. Consolidation

The education 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 district must provide for adequate, reliable, and impartial investigation of complaints. To do so, the education district must:
 1. Ensure that the burden is on the education 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 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 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 district must provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and
- c. The education 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 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 education district must:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred, unless the education 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 education 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 education district identifies as having had equal access to the education 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 education district's education program or activity. The education 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 education 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 education district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the education district's determination whether sex discrimination occurred.

H. Additional Provisions

If the education 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 education 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 education 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 district may impose and remedies that the education 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 district to offer an informal resolution process. However, an education 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 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. An education 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 district's education program or activity.

1. Subject to the limitations in Paragraph A. above, the education 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 district may decline to allow informal resolution include but are not limited to when the education district determines that the alleged conduct would present a future risk of harm to others.
- B. The education district must not require or pressure the parties to participate in an informal resolution process. The education 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 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 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 education district will maintain and whether and how the education 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 education district's grievance procedures. Any person designated by the education 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 education district's programs or activities or attendance at specific events, including restrictions the education district could have imposed as remedies or disciplinary sanctions had the education district determined at the conclusion of the education district's grievance procedures that sex discrimination occurred.

IX. DISMISSAL OF A COMPLAINT

- A. The education district may dismiss a complaint of sex discrimination made through its grievance procedures under this policy for any of the following reasons:
 1. The education district is unable to identify the respondent after taking reasonable steps to do so;
 2. The respondent is not participating in an education district education program or activity and is not employed by the education 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 education 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 education district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the education district will make reasonable efforts to clarify the allegations with the complainant.
- B. Upon dismissal, the education 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 education 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 education 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 education 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 education 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 education 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 education district's education program or activity.
- E. Dismissal of a formal complaint or a portion thereof does not preclude the education district from addressing the underlying conduct in any manner that the education district deems appropriate.

[NOTE: For example, 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

[NOTE: Regarding an appeal of a determination, the 2024 Title IX Final Rule states that the education 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 education 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 education 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 education district, the education 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 education district may impose disciplinary sanctions, which may include sanctions up to and including paid or unpaid leave of absence and/or termination. The education district may also provide remedies, which may include restorative justice, counseling and other strategies being used at the time of the determination. See below for additional information.

Remedies that the education district may provide a complainant and disciplinary sanctions that the education district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the education district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

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

XIV. TRAINING

- A. The education 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 education 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 education 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 education 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 education district's obligations under 34 Code of Federal Regulations, section 106.44;
- b. The education 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 education 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 education 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 education district's compliance with Title IX. "Title IX Personnel" means any person who addresses, works on, or assists with the education district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions.

XV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, education district employees, and employee unions.
- B. The education district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions,

or applicants.

C. Notice of Nondiscrimination

1. The education district must provide notice of nondiscrimination to applicants for admission and employment, students, parents, guardians, or other authorized legal representatives of elementary and secondary education students, employees, and all unions holding collective bargaining agreements with the education district.

2. Contents of Notice of Nondiscrimination

The notice of nondiscrimination must include the following elements:

a. A statement that the education 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 education district may be referred to the education 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 education district's nondiscrimination policy and the education 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 education 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 education district may instead include in those publications the information covered in the following statement: "The Goodhue County Education District, No. 6051 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.12.mn.us"

5. The education district must not use or distribute a publication stating that the education 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 education 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 education district took to meet its obligations under section 106.44
- C. All materials used to provide training under this policy. The education 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)

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

RiseUp	Goodhue County Education District
Date: _____ By: _____ Mandy Arden Executive Director	Date: _____ By: _____ Its: Chair Date: _____ By: _____ Its: Clerk

VIII. **New Business:**

A. Educational Data Privacy Agreement with GCED and Prairie Island Indian Community

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Educational Data Privacy Agreement

This Agreement is entered into by and between Goodhue County Ed. District ("the School District") and Prairie Island Indian Community ("the Tribe").

PREAMBLE

The School District and the Tribe have a common goal of increasing student achievement and well-being. It is the intent of the Tribe to address a variety of student needs including, but not limited to, attendance, homework, test preparation, assessment results, social/emotional support, and after-school programming. The ultimate goal is to enhance student achievement and educational experience.

In order for the Tribe to effectively serve students it will sometimes be necessary for the School District and the Tribe to share private education data. Private educational data pertaining to students will not be released to the Tribe without the informed written consent of a Parent of legal guardian, or in the case of a student 18 or over, the informed written consent of the Student. As a Federally-recognized Indian Tribe and a sovereign government, the Tribe is not subject to Minnesota state law. The Tribe agrees to comply with its own laws, including the Data Privacy Ordinance, and any applicable Federal laws, with respect to the receipt, disclosure and maintenance of educational records/data, including the Federal Educational Rights and Privacy Act ("FERPA").

THEREFORE, the School District and the Tribe agree to the following terms with respect to the receipt, disclosure and maintenance of private educational data:

1. Definitions:

"Directory information" includes the student's name, address, telephone listing, electronic mail address, photograph, date of birth, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, the most recent educational agency/institution attended, and the name, address, and telephone number of the student's parent(s) in circumstances where the student or their parents have not expressly requested that the information be released only after prior informed written consent.

"Legitimate educational interest" means an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to: (1) perform an administrative task required in the school or employee's contract or position description approved by the school board; (2) perform a supervisory or instructional task directly related to the student's education; or (3) perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

2. Treatment and Use of Private Data

The Tribe agrees that it is bound by the terms of the Prairie Island Indian Community Data Privacy Ordinance with regard to any data created, collected, received, stored, used, maintained or disseminated by the Tribe. Information or data related to a student that is designated as "Directory

Information" pursuant to School Board policy and which would not generally be considered harmful or an invasion of privacy if disclosed is not covered by this agreement.

The Tribe may only provide private data received pursuant to this Agreement to employees or representatives of the Tribe who have a legitimate educational interest in the private educational data. Unless authorized or obligated by applicable law or court order, the Tribe agrees that it will not disclose private educational data provided by the School District pursuant to this Agreement to another third party without informed written consent of the School District.

3. Confidentiality and Appropriate Safeguards

The Tribe agrees to establish appropriate security safeguards for all private educational data received from the School District. The Tribe will maintain the confidentiality of any and all private educational data received for the School District. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement. To ensure the continued confidentiality and security of private educational data received, processed, stored, or transmitted under this Agreement, the Tribe shall establish a system of safeguards that will, at minimum, include the following:

- a. Procedures and systems that ensure that all private educational data are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this Agreement.
- b. All designated representatives and employees of the Tribe involved in the handling, transmittal and/or processing of private educational data provided under Agreement will be informed of their obligation to comply with the requirement of applicable law related to educational data privacy and the requirements of this Agreement.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer data bases used to process, store, or transmit data provided under this Agreement. The parties agree that email is a secure way to transmit data under this Agreement.

The Tribe may appropriately dispose of/destroy copies of government data provided to them by the School District. When private data is being disposed of/destroyed, the data must be disposed of/destroyed in a way that prevents its contents from being determined. Originals or official copies of any government data provided by the School District, which will be clearly marked as such, can only be disposed of in a manner consistent with the School District's records retention policies. The School District will provide assistance to the Tribe with disposal of originals or officials copies, upon request from the Tribe.

If the Tribe knows or has reason to believe that a security breach has occurred and an unauthorized person has gained access to private educational data that requires notification by law, the Tribe must notify the School District of this concern. Furthermore, the Tribe must take appropriate action to ensure that circumstances related to the breach of security are rectified and that the risk of further disclosure is eliminated or minimized.

4. Indemnification

The School District and the Tribe agree to defend, indemnify, and hold each other, and its 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.

5. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior informed written consent of the other signatories to this Agreement.

8. Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

9. Term of this Agreement

This Agreement shall be in effect for the period commencing from the date of execution until August 31, 2025. Either the School District or the Tribe may terminate its participation in this Agreement by delivering written notice of its intent to terminate said participation to the chief executive officer of the other entity.

Signed By:

Officer of Business Affairs, Goodhue County Ed. District

Education Director, Prairie Island Indian Community

Date

Date

B. Annual Policy Updates - 100 Series including:

- 101 Legal Status of the Education District
- 101.1 Legal Name of the Education District
- 102 Equal Educational Opportunity
- 103 Complaints - Students, Employees, Parents, Other Persons

101 LEGAL STATUS OF THE EDUCATION DISTRICT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RELATIONSHIP TO OTHER ENTITIES

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

IV. POWERS AND AUTHORITY OF THE EDUCATION DISTRICT

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

1. The education district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The education district may issue bonds in accordance with the provisions of [Minnesota Statutes chapter 475](#)~~Minn. Stat. Ch. 475~~, or other applicable law.
3. The education district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

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

D. Contracts

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

E. Textbooks, Educational Materials, and Studies

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

F. Actions and Suits

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

Legal References:

Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; ~~Municipalities of Political Subdivisions~~)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References:

MSBA/MASA Model Policy 201 (Legal Status of School Board)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

Adopted: 06/23/2021

MSBA/MASA Model Policy 101.1

Orig. 1998

Reviewed: 09/26/2024

Rev. 1999

101.1 NAME OF THE EDUCATION DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the education district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the education district is the Goodhue County Education District No. 6051-61. However, the education district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in education district letterheads, signage, publications and other materials, the education board intends to establish a uniform name for the education district.

III. UNIFORM NAME

- A. The name of the education district shall be the Goodhue County Education District.
- B. The name specified above may be used to refer to the education district and may be shown on education district letterheads, signage, publications and other materials.
- C. In official communications, the education district shall be referred to as the Goodhue County Education District No. 6051-61, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References:

102 EQUAL EDUCATIONAL OPPORTUNITY

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

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the education district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the education district is to provide equal educational opportunity for all students. The education district does not ~~unlawfully~~ discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The education district also makes reasonable accommodation for students with disabilities.
- B. The education district prohibits harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the education district's policy on harassment and violence and the education district's procedures for addressing such complaints, refer to the education district's policy on harassment and violence (Policy 413).
- C. The education district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the education district's corresponding procedures for addressing disability discrimination complaints, refer to the education district's policy on student disability nondiscrimination (Policy 521).
- D. The education district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and the education district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the education district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The education district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of

members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every education district employee shall be responsible for complying with this policy.
- H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate education district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the executive director.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

Cross References: MSBA/MASA Model Policy 206 (Public Participation in Education District Board Meetings/Complaints about Persons at Education District Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Education District Employees)

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "I" (School Records -
Privacy - Access to Data)

104 EDUCATION DISTRICT MISSION STATEMENT


I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the education district exists.

II. GENERAL STATEMENT OF POLICY

The education district board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community, should direct any change effort and should be the basis on which decisions are made. The education district board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the education board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

 Goodhue County Education District - Partners in the Journey			
Strategy	Archetype <i>The Companion</i>		
	Why Goodhue County Education District is the source of programmatic expertise that serves to surround students who need individualized instruction, special services and adaptable environments in order to thrive in their learning and life.	How We collaborate with our member districts to create a seamless and trusting partnership where we embrace students who need learning and instruction beyond the traditional school and classroom.	What We come alongside our colleagues in our member districts to offer support, learning and expertise, and welcome each student in our care with a deep commitment to help shape their lives and learning.
Brand Expression	Values We value ... Imagination. Collaboration. Perseverance.	Personality & Voice We are ... Trustworthy. Adaptive. Selfless.	Tone We sound ... Confident. Compassionate. Loyal.
	Brand Promise We will embrace each student who needs our programs and services with our collective energy and our commitment to adjusting and adapting our work to best align with their needs.		
Marketing	Brand Idea & Positioning Partners in the Journey GCED is like your most reliable friend. We are a trusted companion – present whenever needed, bringing our expertise and experience, and draw from the perspectives of colleagues and partners, to resolve the challenges we face as well as those faced by our member districts. Our commitment extends to all of our students, embracing each as a unique individual deserving of our best.		

Goodhue County Education District No. 6051 Strategic Planning Outcomes developed 01/2024.

IV. REVIEW

The education district board will review the education district’s mission every five years, or more often if the education district board determines there is significant reason for a review. The education district board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)

Cross References: None

D. **Acceptance of Donations/Grants:** Donation of an Easy Zing Stander from Miranda Lynn Forsblad-Kemper for the use by our Physical Therapists.

IX. **Other:**

X. **Comments: Board/Director: September is School Board Recognition Month.**

XI. **Next Meeting Date: Thursday, October 24, 2024 at 7:00 PM at the River Bluff Education Center in Red Wing.**

XII. **Adjournment**