

INDEPENDENT SCHOOL DISTRICT NO. 283

6311 Wayzata Blvd
St. Louis Park, Minnesota
Tuesday, October 12, 2021 6:30 PM
St. Louis Park High School Room 350C
6425 W 33rd St
St Louis Park, Minnesota 55426

AGENDA

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **SUPERINTENDENT'S REPORT**
4. **DISCUSSION ITEMS**
 - A. **Restorative Practices** 2
 - B. **COVID Mitigation Strategies** 14
 - C. **Policy Development - First Reading Policies 410 Family and Medical Leave, 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse, 415 Mandated Reporting of Maltreatment of Vulnerable Adults, & 715 Uniform Grant Guidance Regarding Federal Revenue Sources** 23
 - D. **Policy Development - Second Reading Policy 103 Racial Equity** 65
5. **COMMUNICATIONS AND TRANSMITTALS**
6. **ADJOURNMENT**

Weaving Restorative Practices into the Fabric of St. Louis Park Public Schools

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Michele Edwins, Restorative Practices Coordinator
Stephanie Autumn, Restorative Practices Consultant

There is no power greater than a community discovering what it cares about.
Ask “What’s possible?” not “What’s wrong?” Keep asking.

Notice what you care about.
Assume that many others share your dreams.

Be brave enough to start a conversation that matters.
Talk to people you know.
Talk to people you don’t know.
Talk to people you never talk to.

Be intrigued by the differences you hear.
Expect to be surprised.
Treasure curiosity more than certainty.

Invite in everybody who cares to work on what’s possible.
Acknowledge that everyone is an expert about something.
Know that creative solutions come from new connections.

Remember, you don’t fear people whose story you know.
Real listening always brings people closer together.

Trust that meaningful conversations can change your world.

Rely on human goodness. Stay together.
-Margaret Wheatley *Turning to One Another*



District Policy 506

School Leaders...

- Leading the collaborative development of the school's behavior and Restorative Practices plan
- Modeling Restorative Practices in meetings and interactions with students, staff, and parents
- Leading the review of school behavior intervention data to identify training needs for staff with a view toward improving student outcomes

INDEPENDENT SCHOOL DISTRICT NO. 283	
SECTION/FILE	506
DATE OF ADOPTION	June 11, 1984
AFFIRMED/REVISED 6/24/02; 6/14/04; 9/25/06; 5/9/11; 08/13/18; 08/10/21	
TITLE <u>Student Behavior Intervention</u>	
I. PURPOSE St. Louis Park Public Schools recognizes that a safe and nurturing environment is conducive to learning and critical to student success and achievement. Creating and maintaining a school community that respects and accepts differences and affirms the humanity of each student is a shared responsibility and the task of all staff, students, and families/guardians. St. Louis Park Public Schools is responsible for ensuring a safe community for all students and staff. The District urges parents/guardians and families to partner in teaching and supporting the creation of a safe learning community to meet the needs of students. A fair and equitable district-wide student behavior policy will contribute to the quality of each student's educational experience. This policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.575.	
II. GENERAL STATEMENT OF POLICY The process of learning and engaging in a diverse school community is an on-going endeavour. All students will be taught expected school behaviors regularly and the expectation is that students, with the assistance of teachers, school support staff and administrators, will engage in actions and learning that support a safe and nurturing community for themselves and all students. Responses to student actions or community harm will be reflective of St. Louis Park Public School's stated core values, including the following: <ul style="list-style-type: none">• The brilliance of ourselves and others. Everyone has the capacity and responsibility to foster the growth and brilliance of others.• Authentic community engagement. Engaging and supporting our employees, families, and communities will enhance the healthy development of each learner.• High expectations. Instilling and upholding high expectations empowers students and	

District Policy 506

Teachers and School Staff...

- Leading development of classroom agreements and Restorative Practices
- Use a community approach to establish classroom norms and agreements
- Participate in implementation of the school-wide norms and agreements
- Participate in Restorative Practices
- Participate in training experiences
- When requested by students, participate in restorative circles

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Restorative Practices Team and Planning

- School Restorative Practices Teams identification
- Site Leads and District Leads identification
- Restorative Practices Planning
 - Vision/Mission
 - Goals and Objectives
 - Communication Plan
 - Data Collection Plan
 - Sustainability Plan
 - Incorporating student, family, community voice
- Ongoing Restorative Practices team meetings to actualize the school Restorative Practices Plan

St. Louis Park Public Schools
Restorative Practices Planning Guide



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Celebrations



A Culturally-relevant, child-led, and
inclusive environment that
Creates family-like relationships.
"Whanau"

Indigenous Model of Restorative Practices

Spaces – ancient and modern

Restorative Practices can be traced to ancient Indigenous cultures, recurring in various forms in many different cultures around the world.

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Indigenous Model of Restorative Practices

The Indigenous Model of Restorative Practices is based on Indigenous holistic philosophy and the “Relational Worldview”. These systems are guided by the unwritten customary laws, traditions, and practices that are learned primarily by example and through the oral teachings of elders, parents, and the extended family.



Indigenous Model of Restorative Practices

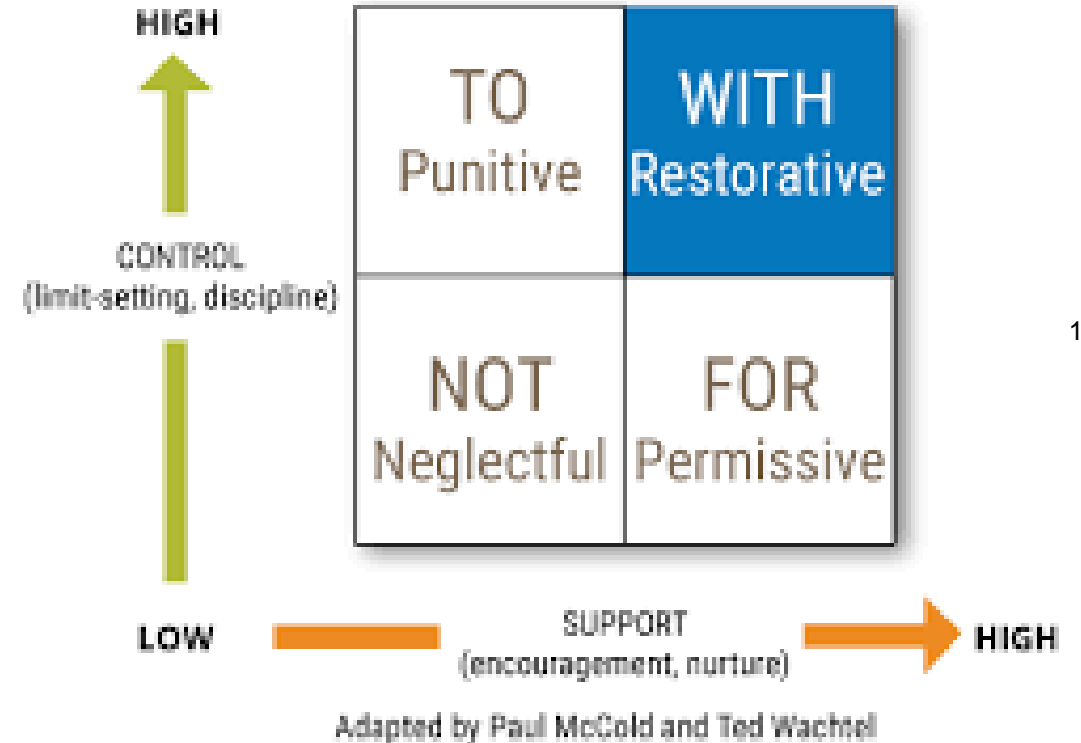
Long before we delegated our conflict to experts, we came together in peacemaking spaces to work through our differences and to make decisions for the common good.



Restorative Practices

Social Discipline Window

- The Indigenous Model of Restorative Practices calls on us to embody a restorative way of being. By doing this inner work, we see differently, hear differently, and engage with others differently.
- Restorative Practices is just that A PRACTICE that we're all doing as we move through life.
- When we engage in Restorative Practices, we move alongside staff, students, families, and communities.
- Restorative Practices means upholding high expectations with high support.
- Restorative Practices offers everyone an opportunity to be a part of the process.



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Seven Core Assumptions of Restorative Practices

1. The true self in everyone is good, wise, and powerful.
2. The world is profoundly interconnected.
3. All human beings have a deep desire to be in a good relationship.
4. All human beings have gifts, and everyone is needed for what they bring.
5. Everything we need to make positive change is already here.
6. Human beings are holistic.
7. We need practices to build habits of living from the core self.

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Closing

the biggest shift in your life happens when you go *inward*.
you step in and observe all that you find with acceptance;
the love you bring lights up your self-awareness;
you start seeing how the past is packed into your mind and heart –
patience, honesty, and observation start the healing process.

with time, intention, and good healing practices,
the past loses its power over your life.
you continue the process – stepping in, feeling, understanding, and letting go.
and then you start noticing the results; you are not the same anymore.
your mind feels lighter and develops a new, sharper *clarity*.
you start arriving into your life and relationships ready for deeper *connection*.

-yung pueblo *Clarity & Connection*



October 12, 2021

COVID Mitigation Strategies

Astein Osei, Superintendent

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Purpose

To provide the School Board with an update on the approved mitigation strategies.

Mitigation strategies for safe in-person learning

- Promoting vaccination
- Consistent and correct mask use
- Physical distancing and cohorts
- Screening testing
- Ventilation
- Handwashing and respiratory etiquette
- Staying home when sick
- Getting tested
- Contact tracing in combination with isolation and quarantine
- Cleaning and disinfection

STAY SAFE MN



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Vaccination events

In partnership with Hennepin County, St. Louis Park Public Schools will be hosting Pfizer vaccination events for individuals ages 12 and up. These point of distribution events will also support booster shots for eligible people ages 18 and up.

- Dates: Saturday, November 6, 2021 and Saturday, December 4, 2021
- Time: 10:00 a.m.- 2:00 p.m.
- Location: St. Louis Park High School Fieldhouse - Door 15
- The vaccine is free and no insurance is required
- Individuals receiving a first dose will receive a \$50 Visa gift card (while supplies last)



COVID-19
VACCINE ¹⁷

Consistent and correct mask use

In the K–12 indoor classroom setting, the close contact definition excludes **students** who were within 3 to 6 feet of an infected student (laboratory-confirmed or a clinically compatible illness) if both the infected student and the exposed student(s) correctly and consistently wore well-fitting masks the entire time.

This exception does not apply to teachers, staff, or other adults in the indoor classroom setting.

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html#vaccination>

Remember...

A mask must be worn inside all schools and centers and when riding the school bus!



St. Louis Park Public Schools

Get District COVID updates and information at slpschools.org/families/covid-updates-information

Testing for staff

- We are in the process of finalizing our application for the Minnesota COVID-19 Testing Program grant through the Minnesota Department of Education (MDE) to implement a staff and student testing plan.
- In the meantime, staff can access the remaining Vault Health test kits that we have available.



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Testing for students

- BinaxNOW Rapid Tests for elementary students
- BinaxNOW test kits are scheduled to arrive for Middle School and High School students in November
- Additional local testing opportunities for students and families are listed below:
 - These [COVID-19 community testing sites](#) across Minnesota offer free tests to all.
 - Visit local pharmacies, hospitals and clinics near you. Search here: [Find Testing Locations](#).
 - Students, parents/guardians, and families can also use the [COVID-19 test at home](#) program to have a test mailed to them.

Staying home when sick and getting tested

Remember...



The best way to keep our students and staff safe is to stay home when you are sick.




St. Louis Park
Public Schools

Get District COVID updates and information at
slpschools.org/families/covid-updates-information

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Positive cases and quarantines

DATA REPORTED: OCTOBER 6, 2021			
	# STUDENTS WITH POSITIVE COVID CASES SEPT. 29- OCT. 6, 2021	# STUDENTS ENTERING QUARANTINE SEPT. 29- OCT. 6, 2021	CUMULATIVE # STUDENTS WITH POSITIVE COVID CASES THIS SCHOOL YEAR
	24 Districtwide	111 Districtwide	57 Districtwide
Aquila Elementary	2	5	3
Park Spanish Immersion Elementary	6	20	10
Peter Hobart Elementary	9	31	24
Susan Lindgren Elementary	2	15	7
St. Louis Park Middle School	2	7	7
St. Louis Park High School	2	3	5
Early Learning	1	30	1

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INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 410

DATE OF ADOPTION 9/12/05

**AFFIRMED/REVISED 9/25/06; 11/22/10;
12/13/10; 9/24/12; 2/26/18; 10/08/18;
09/24/18; 09/09/19; 11/23/20**

TITLE FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling their Uniformed Service Employment and Reemployment Rights Act (USERRA) covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-a covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would

have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of their USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, or child, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;
 - 4. to address financial and legal arrangements for a covered military member;
 - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or their child;
 - 6. to spend up to fifteen (15) days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 - 7. to attend post-deployment activities related to a covered military member; and
 - 8. to address parental care needs; and
 - 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. inpatient care in a hospital, hospice, or residential medical care facility; or
 - 2. continuing treatment by a health care provider.
- I. "Spouse" refers to the other person with whom an individual entered into marriage as

defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

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

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the service member's office, grade, rank or rating, or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veteran Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the

employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be reviewed annually by administration.
The school district shall comply with written notice requirements as set forth in federal regulations.
14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a or IV.A.1.b above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to an female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but not exceed 12 weeks unless agreed by the employer. The employee may qualify if they have worked for the school district for 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month period immediately preceding the leave. The leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12

weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave under this section shall begin at a time requested by the employee. An employee who plans to take the leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

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

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified,

- and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
 - D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

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

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

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory

Provisions Which Grant Leaves to Licensed as well as Non-Licensed School
District Employees – Family and Medical Leave Act Summary)

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE **414**

DATE OF ADOPTION **12/05/83**

**AFFIRMED/REVISED 09/25/06; 3/24/08;
3/21/16;10/08/18; 09/09/19; 11/23/20**

TITLE **Mandated Reporting of Child Neglect or Physical or Sexual Abuse**

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 95 -3.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with

remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing

requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

- G. “Physical Abuse” means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child’s care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child’s history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any non-accidental injury to a child under 18 months of age; (5) unreasonable interference with a child’s breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child’s behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child’s care that is a violation under Minn. Stat. § 121A.58.

- H. “School Personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.
- I. “Sexual Abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation

of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse. Which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

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

K. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full -time or short -term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

L. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report with in 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

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

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect

for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of

the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

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

Minn. Stat. § 121A.58 (Corporal Punishment)

Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)

Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)

Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)

Minn. Stat. § 260C.007, Subd.4, Clause (5) (Child in Need of Protection)

Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)

Minn. Stat. § Ch. 260D (Child in Voluntary Foster Care for Treatment)

Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)

Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)

Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)

Minn. Stat. § 609.379 (Reasonable Force)

Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)

Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances) 20

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

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

Vulnerable Adults)

INDEPENDENT SCHOOL DISTRICT NO. 283

SECTION/FILE 415

DATE OF ADOPTION 3/12/18

AFFIRMED/REVISED 10/08/18; 09/23/19;
11/23/20

TITLE Mandated Reporting of Maltreatment of Vulnerable Adults

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

1. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
2. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
3. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
4. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct

in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

5. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
6. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

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

IV. REPORTING PROCEDURES

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

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References:

Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults) Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)
MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student) MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data) MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Cross References:

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 103

DATE OF ADOPTION 2021
REVISED _____

TITLE Racial Equity

I. PURPOSE

The purpose of this policy is to establish expectations and accountability measures for the District's work promoting racial equity and developing culturally relevant learning environments in order to create an equitable and anti-racist school system that honors all children, families, and staff.

II. GENERAL STATEMENT OF POLICY

St. Louis Park Public Schools is committed to the success of all students and their right to a high-quality education. St. Louis Park School Board acknowledges the historical, generational, and compounding reality of the systems, structures, and practices that have intentionally created and continue to afford advantages to dominant racial groups while perpetuating inequities for others. The District acknowledges and accepts its past and present role in creating and maintaining policies, procedures, and practices that result in predictably lower academic and graduation outcomes and disproportionate disciplinary action for Students of Color and American Indian/Indigenous and/or Native students, relative to their White peers. The process of dismantling the systems that support racially-predictable disparities in educational outcomes will take time and focused effort. In moving forward with urgency, the District will ~~actively engage in creating systems that are racially equitable~~ strive to create racially equitable systems by adhering to the following guiding principles:

- A. Resources - Recognizing that students in the dominant racial, cultural, and linguistic group have historically had more access to educational resources than their peers, the District shall provide every student with high-quality and culturally relevant instruction, curriculum, support, and facilities, and shall differentiate resources when necessary to accomplish this goal.
- B. Student Brilliance & High Standards - Recognizing that every student brings unique brilliance and individual hopes and dreams to our schools, the District shall actively encourage, support, and expect students from all racial groups to meet high standards and shall collaborate with students and families to define measures of success.
- C. Employees - Recognizing the importance of a learning community in which students see themselves represented and validated by adults, the District shall recruit, employ, support, and retain racially and linguistically diverse, culturally competent, and qualified instructional, support, and administrative staff and shall provide professional learning opportunities to all employees to develop the skill and capacity to eliminate racial, cultural, and linguistic

disparities in student achievement.

- D. Racially Inclusive Learning Environments - Recognizing that separation of students for academic interventions, advanced coursework, Gifted and Talented programs, and special education often creates classroom environments in which BIPOC students and English learners are over- or under-represented throughout their school careers, the District will discontinue practices that result in racially isolated spaces and empower all students with opportunities for enrichment and differentiated learning to ensure readiness for college and career.
- E. Discipline Practices - Recognizing that practices that remove students from the learning environment, such as suspension, disproportionately deny BIPOC students access to classroom instruction opportunities, the District shall foster safe and nurturing school environments, utilize restorative practices to build and restore community, prioritize relationships, navigate conflict, repair harm, and seek to minimize loss of classroom instruction time due to disciplinary matters.
- F. Cultural & Racial Literacy - Recognizing the importance of cultural and racial literacy for individual development, college and career success, and democratic citizenship, all staff and students shall be given the opportunity to understand racial identity and the impact of their own racial identity on themselves and others.
- G. Family Engagement - Recognizing that students and families are essential partners in education at the individual, classroom, school, and district level and that BIPOC families and linguistically diverse families have been underrepresented or excluded from participation in school, the District shall create linguistically- and culturally-relevant opportunities for collaboration and communication and environments that reflect and celebrate the identities of our students, staff, and community.

III. DEFINITIONS

- A. Anti-Racism - The active process of identifying and eliminating racism in St. Louis Park Public Schools by changing systems, organizational structures, policies and practices, and attitudes, so that power is redistributed and shared equitably and students learn at high levels and have their spirit energized and enhanced. (Source: Dr. Ibram X. Kendi, Alberta Civil Liberties Research Centre, St. Louis Park Public Schools Strategic Plan)
- B. “BIPOC” - Black, Indigenous, and People of Color
- C. Culturally Relevant Teaching - The process of using familiar cultural information and processes to scaffold learning. Emphasizes communal orientation. Focused on relationships, cognitive scaffolding, and critical social awareness. (Z. Hammond)
- D. Educational Equity - Educational equity activities promote the real possibility of equality of educational results for each student and between diverse groups

of students. (Source: National Alliance for Partnerships in Equity) Educational equity is when educators provide all students with the high-quality instruction and support they need to reach and exceed a common standard. (Source: The Achievement Network)

- E. Equity - “Equity is defined as “the state, quality or ideal of being just, impartial and fair.” The concept of equity is synonymous with fairness and justice. It is helpful to think of equity as not simply a desired state of affairs or a lofty value. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept.” (Source: The Annie E. Casey Foundation)
- F. Inclusive Education - Inclusive education is about embracing everyone and making a commitment to provide each student in the community, each citizen in a democracy, with the inalienable right to belong. Inclusion is a belief system, not just a set of strategies. (Source: Association for Supervision and Curriculum Development)
- G. Learning Environment - Refers to the diverse physical locations, contexts, and cultures in which students learn. Students may learn in a wide variety of settings, such as outside-of-school locations and outdoor environments. (Source: Great Schools Partnership)
- H. People of Color - Racial justice advocates have been using the term “people of color” (not to be confused with the pejorative “colored people”) since the late 1970s as an inclusive and unifying frame across different racial groups that are not White, to address racial inequities. While “people of color” can be a politically useful term, and describes people with their own attributes (as opposed to what they are not, e.g., “non-White”), it is also important whenever possible to identify people through their own racial/ethnic group, as each has its own distinct experience and meaning and may be more appropriate. (Source: Race Forward).
- I. Race - “Race is a socially constructed system of categorizing humans largely based on observable physical features (phenotypes), such as skin color, and on ancestry. There is no scientific basis for or discernible distinction between racial categories. The ideology of race has become embedded in our identities, institutions and culture and is used as a basis for discrimination and domination.” (Source: The Annie E. Casey Foundation)
- J. Racial Equity - Acknowledging and accounting for past and current inequities, and providing all stakeholders, particularly those most impacted by racial inequities, the infrastructure needed to thrive.
 - 1. (intentionally) including stakeholders of color in decision-making that impacts their lived experience in St. Louis Park Public Schools;
 - 2. engaging, sustaining and deepening conversations about race;
 - 3. recognizing and valuing the race and culture of all St. Louis Park Public Schools stakeholders under the belief that comes through the diversity and expression of our shared humanity; and
 - 4. creating learning experiences that are culturally and racially relevant;
 - 5. academically rigorous

6. understanding self culturally and racially working towards proficiency in other cultures and races
7. opportunities for critically and racially conscious leadership development

(Source: Center for Social Inclusion, National Public Education Support Fund and Courageous Conversations)

- K. Racial Identity - Racial identity is externally imposed: “How do others perceive me?” Racial identity is also internally constructed: “How do I identify myself?” Understanding how our identities and experiences have been shaped by race is vital. We are all awarded certain privileges and or disadvantages because of our race whether or not we are conscious of it. (Source: Smithsonian National Museum of African American History and Culture)
- L. Racism - The belief that different St. Louis Park Public Schools stakeholders possess distinct characteristics, abilities, or qualities, based on their skin color, especially so as to distinguish them as inferior or superior to one another. (Source: Merriam Webster and Courageous Conversations)
- M. Removal from Learning Environment - Encompass any type of school disciplinary action that removes or excludes a student from the usual instructional setting or learning environment, including in-school suspension, out-of-school suspension, and expulsion.
- N. Restorative Practices - [With roots in many Indigenous and People of Color cultures and communities, Restorative Practices seek to prioritize the building of relationships in order to develop healthy school communities, decrease unsafe and harmful actions, and restore relationships and repair community harm when necessary. Restorative Practices include social emotional learning lessons for all students, classroom circles and routines to build community and establish relationships, and small circles or formal conferences to navigate conflict or repair harm.](#)

IV. ACCOUNTABILITY MEASUREMENTS

- A. The Board shall conduct its business in alignment with the mission and core values of the District and goals stated in the policy.
- B. The Superintendent shall establish, in accordance with this policy, such plans and procedures as necessary and appropriate to accomplish its purpose and intent. Plans and procedures shall include clear accountability for actions and oversight, and shall include metrics for evaluation.
- C. Professional Development
 1. The District commits to providing annual and ongoing professional development for all St. Louis Park staff members. The professional development should deliver strategies to assist staff in reaching the goals set forth by the District’s strategic plan. This will also include an expectation that all staff will have the opportunity

to understand racial identity, the impact of their own racial identity on themselves and others, and the provisions of this policy.

2. District staff shall, within the parameters of their assigned duties and responsibilities, comply with and execute such plans as are designed to address the values and goals of this policy. This includes, but is not limited to:
 - a) Attending and engaging in professional development connected to this policy;
 - b) Understanding their own racial identities;
 - c) Understanding the impact of their own racial identities on themselves and others; and
 - d) Reflection on growth in culturally relevant teaching using evidence-based practices.

D. Review

The Superintendent shall annually report to the Board and community on each policy area including:

1. Racially differentiated measurement data and progress towards closing racially predictable achievement gaps;
2. Data that evaluates the effectiveness of our school programming with special attention to traditionally marginalized groups of students: i.e. graduation rates, college entrance exam, discipline referrals, special education referrals;
3. Recommendations for adjustments in any programming, curriculum, or policies; and
4. Timelines for any follow-up or modifications based on the data presented.

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 715

DATE OF ADOPTION 2021

REVISED _____

TITLE Uniform Grant Guidance Regarding Federal Revenue Sources

I. PURPOSE

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

II. DEFINITIONS

A. Grants

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

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

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
 1.
 - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a

federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

E. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

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

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the

school district.

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

IV. ACCEPTABLE METHODS OF PROCUREMENT

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

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

source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
- d. After solicitation of a number of sources, competition is determined inadequate.

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

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

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

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

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

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

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

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

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

- B. Equipment

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

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

sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

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

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

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

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

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

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

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

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

F. Federal Cost Principles

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

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on

selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

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

I. Training

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

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

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

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

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

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

B. Compensation – Fringe Benefits

1. During leave.

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

- a. They are provided under established written leave policies;

- b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
- 2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
- 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
- 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
- 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
- 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
 - 1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

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

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

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

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

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

Legal References:

- 2 C.F.R. § 200.12 (Capital Assets)
- 2 C.F.R. § 200.112 (Conflict of Interest)
- 2 C.F.R. § 200.113 (Mandatory Disclosures)
- 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
- 2 C.F.R. § 200.212 (Suspension and Debarment)
- 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
- 2 C.F.R. § 200.302 (Financial Management)
- 2 C.F.R. § 200.303 (Internal Controls)
- 2 C.F.R. § 200.305(b)(1) (Payment)
- 2 C.F.R. § 200.310 (Insurance Coverage)
- 2 C.F.R. § 200.311 (Real Property)
- 2 C.F.R. § 200.313(d) (Equipment)
- 2 C.F.R. § 200.314 (Supplies)
- 2 C.F.R. § 200.315 (Intangible Property)
- 2 C.F.R. § 200.318 (General Procurement Standards)
- 2 C.F.R. § 200.319(c) (Competition)
- 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
- 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)
- 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
- 2 C.F.R. § 200.338 (Remedies for Noncompliance)
- 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
- 2 C.F.R. § 200.430 (Compensation – Personal Services)
- 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
- 2 C.F.R. § 200.447 (Insurance and Indemnification)
- 2 C.F.R. § 200.463 (Recruiting Costs)
- 2 C.F.R. § 200.464 (Relocation Costs of Employees)
- 2 C.F.R. § 200.473 (Transportation Costs)
- 2 C.F.R. § 200.474 (Travel Costs)

Cross References:

- St. Louis Park Public Schools Policy 208 (Development, Adoption, and Implementation of Policies)
- St. Louis Park Public Schools Policy 210 (Conflict of Interest – School Board Members)
- MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
- St. Louis Park Public Schools Policy 412 (Expense Reimbursement)
- MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
- MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
- MSBA/MASA Model Policy 702 (Accounting)
- MSBA/MASA Model Policy 703 (Annual Audit)

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 103

DATE OF ADOPTION 2021
REVISED _____

TITLE Racial Equity

I. PURPOSE

The purpose of this policy is to establish expectations and accountability measures for the District's work promoting racial equity and developing culturally relevant learning environments in order to create an equitable and anti-racist school system that honors all children, families, and staff.

II. GENERAL STATEMENT OF POLICY

St. Louis Park Public Schools is committed to the success of all students and their right to a high-quality education. St. Louis Park School Board acknowledges the historical, generational, and compounding reality of the systems, structures, and practices that have intentionally created and continue to afford advantages to dominant racial groups while perpetuating inequities for others. The District acknowledges and accepts its past and present role in creating and maintaining policies, procedures, and practices that result in predictably lower academic and graduation outcomes and disproportionate disciplinary action for Students of Color and American Indian/Indigenous and/or Native students, relative to their White peers. The process of dismantling the systems that support racially-predictable disparities in educational outcomes will take time and focused effort. In moving forward with urgency, the District will ~~actively engage in creating systems that are racially equitable~~ strive to create racially equitable systems by adhering to the following guiding principles:

- A. Resources - Recognizing that students in the dominant racial, cultural, and linguistic group have historically had more access to educational resources than their peers, the District shall provide every student with high-quality and culturally relevant instruction, curriculum, support, and facilities, and shall differentiate resources when necessary to accomplish this goal.
- B. Student Brilliance & High Standards - Recognizing that every student brings unique brilliance and individual hopes and dreams to our schools, the District shall actively encourage, support, and expect students from all racial groups to meet high standards and shall collaborate with students and families to define measures of success.
- C. Employees - Recognizing the importance of a learning community in which students see themselves represented and validated by adults, the District shall recruit, employ, support, and retain racially and linguistically diverse, culturally competent, and qualified instructional, support, and administrative staff and shall provide professional learning opportunities to all employees to develop the skill and capacity to eliminate racial, cultural, and linguistic

disparities in student achievement.

- D. Racially Inclusive Learning Environments - Recognizing that separation of students for academic interventions, advanced coursework, Gifted and Talented programs, and special education often creates classroom environments in which BIPOC students and English learners are over- or under-represented throughout their school careers, the District will discontinue practices that result in racially isolated spaces and empower all students with opportunities for enrichment and differentiated learning to ensure readiness for college and career.
- E. Discipline Practices - Recognizing that practices that remove students from the learning environment, such as suspension, disproportionately deny BIPOC students access to classroom instruction opportunities, the District shall foster safe and nurturing school environments, utilize restorative practices to build and restore community, prioritize relationships, navigate conflict, repair harm, and seek to minimize loss of classroom instruction time due to disciplinary matters.
- F. Cultural & Racial Literacy - Recognizing the importance of cultural and racial literacy for individual development, college and career success, and democratic citizenship, all staff and students shall be given the opportunity to understand racial identity and the impact of their own racial identity on themselves and others.
- G. Family Engagement - Recognizing that students and families are essential partners in education at the individual, classroom, school, and district level and that BIPOC families and linguistically diverse families have been underrepresented or excluded from participation in school, the District shall create linguistically- and culturally-relevant opportunities for collaboration and communication and environments that reflect and celebrate the identities of our students, staff, and community.

III. DEFINITIONS

- A. Anti-Racism - The active process of identifying and eliminating racism in St. Louis Park Public Schools by changing systems, organizational structures, policies and practices, and attitudes, so that power is redistributed and shared equitably and students learn at high levels and have their spirit energized and enhanced. (Source: Dr. Ibram X. Kendi, Alberta Civil Liberties Research Centre, St. Louis Park Public Schools Strategic Plan)
- B. “BIPOC” - Black, Indigenous, and People of Color
- C. Culturally Relevant Teaching - The process of using familiar cultural information and processes to scaffold learning. Emphasizes communal orientation. Focused on relationships, cognitive scaffolding, and critical social awareness. (Z. Hammond)
- D. Educational Equity - Educational equity activities promote the real possibility of equality of educational results for each student and between diverse groups

of students. (Source: National Alliance for Partnerships in Equity) Educational equity is when educators provide all students with the high-quality instruction and support they need to reach and exceed a common standard. (Source: The Achievement Network)

- E. Equity - “Equity is defined as “the state, quality or ideal of being just, impartial and fair.” The concept of equity is synonymous with fairness and justice. It is helpful to think of equity as not simply a desired state of affairs or a lofty value. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept.” (Source: The Annie E. Casey Foundation)
- F. Inclusive Education - Inclusive education is about embracing everyone and making a commitment to provide each student in the community, each citizen in a democracy, with the inalienable right to belong. Inclusion is a belief system, not just a set of strategies. (Source: Association for Supervision and Curriculum Development)
- G. Learning Environment - Refers to the diverse physical locations, contexts, and cultures in which students learn. Students may learn in a wide variety of settings, such as outside-of-school locations and outdoor environments. (Source: Great Schools Partnership)
- H. People of Color - Racial justice advocates have been using the term “people of color” (not to be confused with the pejorative “colored people”) since the late 1970s as an inclusive and unifying frame across different racial groups that are not White, to address racial inequities. While “people of color” can be a politically useful term, and describes people with their own attributes (as opposed to what they are not, e.g., “non-White”), it is also important whenever possible to identify people through their own racial/ethnic group, as each has its own distinct experience and meaning and may be more appropriate. (Source: Race Forward).
- I. Race - “Race is a socially constructed system of categorizing humans largely based on observable physical features (phenotypes), such as skin color, and on ancestry. There is no scientific basis for or discernible distinction between racial categories. The ideology of race has become embedded in our identities, institutions and culture and is used as a basis for discrimination and domination.” (Source: The Annie E. Casey Foundation)
- J. Racial Equity - Acknowledging and accounting for past and current inequities, and providing all stakeholders, particularly those most impacted by racial inequities, the infrastructure needed to thrive.
 - 1. (intentionally) including stakeholders of color in decision-making that impacts their lived experience in St. Louis Park Public Schools;
 - 2. engaging, sustaining and deepening conversations about race;
 - 3. recognizing and valuing the race and culture of all St. Louis Park Public Schools stakeholders under the belief that comes through the diversity and expression of our shared humanity; and
 - 4. creating learning experiences that are culturally and racially relevant;
 - 5. academically rigorous

6. understanding self culturally and racially working towards proficiency in other cultures and races
7. opportunities for critically and racially conscious leadership development

(Source: Center for Social Inclusion, National Public Education Support Fund and Courageous Conversations)

- K. Racial Identity - Racial identity is externally imposed: “How do others perceive me?” Racial identity is also internally constructed: “How do I identify myself?” Understanding how our identities and experiences have been shaped by race is vital. We are all awarded certain privileges and or disadvantages because of our race whether or not we are conscious of it. (Source: Smithsonian National Museum of African American History and Culture)
- L. Racism - The belief that different St. Louis Park Public Schools stakeholders possess distinct characteristics, abilities, or qualities, based on their skin color, especially so as to distinguish them as inferior or superior to one another. (Source: Merriam Webster and Courageous Conversations)
- M. Removal from Learning Environment - Encompass any type of school disciplinary action that removes or excludes a student from the usual instructional setting or learning environment, including in-school suspension, out-of-school suspension, and expulsion.
- N. Restorative Practices - [With roots in many Indigenous and People of Color cultures and communities, Restorative Practices seek to prioritize the building of relationships in order to develop healthy school communities, decrease unsafe and harmful actions, and restore relationships and repair community harm when necessary. Restorative Practices include social emotional learning lessons for all students, classroom circles and routines to build community and establish relationships, and small circles or formal conferences to navigate conflict or repair harm.](#)

IV. ACCOUNTABILITY MEASUREMENTS

- A. The Board shall conduct its business in alignment with the mission and core values of the District and goals stated in the policy.
- B. The Superintendent shall establish, in accordance with this policy, such plans and procedures as necessary and appropriate to accomplish its purpose and intent. Plans and procedures shall include clear accountability for actions and oversight, and shall include metrics for evaluation.
- C. Professional Development
 1. The District commits to providing annual and ongoing professional development for all St. Louis Park staff members. The professional development should deliver strategies to assist staff in reaching the goals set forth by the District’s strategic plan. This will also include an expectation that all staff will have the opportunity

to understand racial identity, the impact of their own racial identity on themselves and others, and the provisions of this policy.

2. District staff shall, within the parameters of their assigned duties and responsibilities, comply with and execute such plans as are designed to address the values and goals of this policy. This includes, but is not limited to:
 - a) Attending and engaging in professional development connected to this policy;
 - b) Understanding their own racial identities;
 - c) Understanding the impact of their own racial identities on themselves and others; and
 - d) Reflection on growth in culturally relevant teaching using evidence-based practices.

D. Review

The Superintendent shall annually report to the Board and community on each policy area including:

1. Racially differentiated measurement data and progress towards closing racially predictable achievement gaps;
2. Data that evaluates the effectiveness of our school programming with special attention to traditionally marginalized groups of students: i.e. graduation rates, college entrance exam, discipline referrals, special education referrals;
3. Recommendations for adjustments in any programming, curriculum, or policies; and
4. Timelines for any follow-up or modifications based on the data presented.