

Tuesday, September 6, 2022

6:30 pm Listening Session
7:00 pm Regular Meeting

Community Services – City Council Chambers
3301 Silver Lake Road NE

Please [click here](#) to join the 6:30 pm Listening Session and 7:00 pm Regular Meet

REGULAR MEETING

Call To Order

Board Chair Laura Oksnevad

Approval of Agenda

Board Chair Laura Oksnevad

The recommended motion is to approve the Tuesday, September 6, 2022 Regular Meeting Agenda, as presented.

Minutes

Board Chair Laura Oksnevad

The recommended motion is to approve the minutes from the August23, 2022 Regular Meeting, as presented.

Consent Agenda

Board Chair Laura Oksnevad

The recommended motion is to approve the September 6, 2022 Consent Agenda, as presented.

Action - Food Service Contract

The recommended motion is to approve the 2022-2024 Food Service Contract, as presented.

Action - Equity Review

To move forward with the Equity Review, by the Center for Educational Leadership, for the District, as presented.

Discussion - Workshop Week Recap

The building principals will present a recap of workshop week and expand the conversation to each buildings' operational plans for the 2022-2023 school year.

Discussion - Policies

The Minnesota School Board Association (MSBA) requires school boards to review the following set of policies on an annual basis. This is the first reading of the policies.

Discussion - Board Professional Development Dates

One of the School Board's goals for the 2021-2023 school years is to hold four School Board Professional Development meetings per school year. This evening, the Board will plan the dates for the 2022-2023 school year.

Adjourn

1 St. Anthony – New Brighton
2 Independent School District 282
3 3303 33rd Ave NE
4 St. Anthony, MN 55418
5

6 **Regular Meeting –Tuesday, August 23, 2022**

7
8 **MINUTES**
9

10 **Members Present:** Board Chair Laura Oksnevad; Vice Chair Ben Phillip; Treasurer Mike
11 Overman; Clerk Cassandra Palmer; and Director Mageen Caines
12

13
14 **Staff Present:** Superintendent Dr. Renee Corneille; and Director Athletics, Activities, and
15 Facilities Dr. Troy Urdahl
16

17 The Regular Meeting was called to order at 7:00 p.m. by Board Chair, Laura Oksnevad.
18

19 **APPROVAL OF THE AGENDA**
20

21 **A motion was made by Ben Phillip and seconded by Mageen Caines to approve the**
22 **Amended - August 23, 2022 Regular Meeting agenda, as presented.**
23 **The motion carries 5-0.**
24

25
26 **APPROVAL OF MINUTES**
27

28 **A motion was made by Mike Overman and seconded by Cassandra Palmer to approve**
29 **the Minutes from the July 12, 2022 Regular Meeting and the August 10, 2022 Board**
30 **Professional Development Meeting, as presented. The motion carries 5-0.**
31

32
33
34 **APPROVAL OF CONSENT AGENDA**
35

36 **A motion was made by Cassandra Palmer and seconded by Ben Phillip to approve the**
37 **August 23, 2022 Consent Agenda, as presented. The motion carries 5-0.**
38

39 **ACTION**
40

41 **1. School Board Vacancy**
42

43 **RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT**
44

45 **WHEREAS, a vacancy exists in the office of school board member with a term expiring**
46 **the first Monday in January, 2024; and**
47

48 **WHEREAS, the vacancy occurred less than ninety (90) days prior to the first Tuesday**
49 **after the first Monday in November of the third year of the vacant term or on any date**
50 **during the fourth year of the vacant term;**

51
52 **NOW THEREFORE BE IT RESOLVED** by the School Board of Independent School District
53 **No. 282, State of Minnesota, as follows:**

54
55 **Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, Leah Slye is hereby**
56 **appointed to fill the vacancy and to serve the remainder of the unexpired term and until a**
57 **successor is elected and qualified. The appointment shall be effective thirty (30) days**
58 **after the adoption of this resolution unless a valid petition to reject the appointee is filed**
59 **with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd.**
60 **5b(b) within that thirty (30) day time period.**

61
62 **Motion carries 5-0.**

63
64 **2. Board Goals**

65
66 As the entity legally charged with governing a school district, each school board is responsible
67 to its community for governing efficiently and leading effectively to provide for equitable
68 education, resulting in high student achievement. Effective school boards engage in a
69 continuing process of self-assessment and use the results to identify opportunities for
70 improvement.

71
72 **A motion was made by Ben Phillip and seconded by Mike Overman to approve the**
73 **School Board goals, as presented. Motion carries 5 – 0.**

74
75
76 **3. Custodian Contract**

77
78 The 2022 – 2024 Custodian contract was presented for approval.

79
80 **A motion was made n=by Mageen Caines and seconded by Mike Overman to approve the**
81 **2022-2024 Custodian Contract, as presented, Motion carries 5 – 0.**

82
83 **DISCUSSION**

84
85 **1. Facilities Review**

86
87 A facility review gathers data on physical conditions, capacity & enrollment, safety & security,
88 curriculum initiatives, activities/extracurricular, and community use to determine the overall
89 facilities needs of the district.

90
91
92 **2. Equity Review Presentations**

93
94 Two options for an equity review company were presented for consideration.

95
96
97 **3. Enrollment Update**

98
99 District administration shared the school enrollment numbers as of August 15, 2022.

101 **4. Operational Plan**

102

103 District administration developed operational goals to help support the district's strategic
104 objectives.

105

106

107

108

109

REPORTS

110

111 Superintendent Dr. Renee Corneille held district leadership meetings to prepare for the school
112 year.

113

114

115 School Board members attended the following events and meetings: SAMS parent meeting;
116 Village Fest and parade; Board Professional Development; NE Metro 916; SAAAC; MSBA
117 Summer Seminar; and the AMSD Board meeting.

118

119

120

Adjourn

121

122 The Regular Meeting of August 23, 2022 was adjourned at 10:25 p.m.

123

Signed: Cassandra Palmer - School Board Clerk

124

Attest: Kim Lannier

125

126

127

128

SCHOOL BOARD CONSENT AGENDA
September 6, 2022

PRESENTER(S): School Board Chair

SCHOOL BOARD CHAIR'S RECOMMENDATION (in the form of a motion): "...to approve the *Consent Agenda*."

1. Personnel

a. Resignation(s)

Last Name	First Name	Position	School	Date Effective
Neilson	Elizabeth	LTS Language Arts	SAMS	August 29, 2022
Williams	Jeff	Student Intervention	SAVHS	September 9, 2022

b. Hire(s)

Last Name	First Name	Position	School	Date Effective
Ross	Kevin	Paraeducator	Wilshire Park	August 29, 2022
Schafer	Jill	LTS Language Arts	SAMS	August 31, 2022
Dexter	April	Girls Soccer	SAVHS	August 29, 2022
Lehman	Ashley	Nutrition Services	SAVHS	August 29, 2022
McDonald	Leta	Nutrition Services	SAVHS	August 29, 2022
Olson	Deborah	Nutrition Services	SAVHS	August 29, 2022
Super	Christina	Special Education	SAMS/SAVHS	August 29, 2022
Johnson	Natalie	LTS EL	SAMS	August 29, 2022

c. Leave(s)

Last Name	First Name	Position	School	Date Effective
Daly Smith	Rebekah	Spanish	SAVHS	2022-2023 School Year

2. Payment of Bills Checks Paid – September 6, 2022

General Fund	\$59,902.80
Food Service Fund	\$5,134.93
Community Service Fund	\$11,780.61
Capital Expenditure Fund	\$13,672.57
Transportation Fund	\$9,058.53
Construction Fund	\$1,800.00

TOTAL: **\$ 101,349.44**

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled

2022-2023 and 2023-2024

Master Agreement

Between

School Board of Independent School District 282

and

School Service Employees, Local 284 Food Services

It is the St. Anthony-New Brighton School District's policy to provide equal education opportunity for all students and to provide equal employment opportunity for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities. In addition, the School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin,

sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age.

Table of Contents

Purpose of Contract	3	
Recognition of Exclusive Representative		3
Definitions	3	
School Board Rights	3	
Union Rights	4	
Insurance	5	
Salaries	7	
Paid Absence	9	
Unpaid Leaves of Absence	13	
Hours of Work	14	
Absences from Work	15	
Retirement	16	
Grievance Procedure	17	
Discipline	18	
Miscellaneous Terms and Conditions	18	
Duration	19	
Insurance Addendum	21	
Memorandum of Understanding	22	

Article I
Purpose of Contract

Section 1. Parties This Contract, entered into between the School Board of Independent School District 282, St. Anthony, Minnesota, hereinafter referred to as the School Board, and the School Service Employees, Local 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Food Service employees during the duration of this Contract.

Article II
Recognition of Exclusive Representative

Section 1. Recognition In accordance with the PELRA, the School Board recognizes the School Service Employees Union, Local 284 as the exclusive representative of Food Service employees employed by the School District. The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

Section 2. Appropriate Unit The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-863-A).

Article III
Definitions

Section 1. Terms and Conditions of Employment Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2. Description of Appropriate Unit For the purpose of this Contract, the term employee shall mean all food service personnel employed by Independent School District 282, excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of 14 hours per week or 35 percent of the normal work week, or temporary employees employed for less than 67 work days per calendar year.

Section 3. School Board Shall mean the School Board of Independent School District 282 or its designated representative.

Section 4. Other Terms Terms not defined in this Contract shall have those meanings as defined by the PELRA.

Article IV
School Board Rights

Section 1. Inherent Managerial Rights The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

Section 2. Management Responsibilities The Union recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with the primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations The Union recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract. The School Board, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this contract are reserved to the School Board.

Article V Union Rights

Section 1. Right to Views Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2. Right to Join The School Board agrees that all employees shall have the right to join or not to join the Union. The School Board will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

Section 3. Request for Dues Check-Off

Subd. 1 Employees shall have the right be allowed the check-off of Union dues, in accordance with the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said authorization.

Subd. 2 The check-off of dues shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.

Subd. 3 The Union hereby warrants and covenants that it will defend, indemnify and hold the School Board harmless from any and all actions, suits, claims, damages, judgments and

executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Subd. 4 The district shall make available to the union a bargaining unit list of employees including name, address, phone number, work hours, work location (building), position, classification, and wage schedule placement, date of employment and electronic mail addresses. The district shall inform the union representative(s) and steward(s) of all new hires immediately upon hire. The Union steward and or business agent will be given an opportunity to address employees regarding membership in the collective bargaining unit during any employee orientation sessions within the district within two weeks of their start date.

Article VI Insurance

Section 1. Life Insurance

The School Board shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled food service employees. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death. Effective July 1, 2021 for employees who work at least fifteen (15) hours but less than thirty (30) hours, the district shall contribute one hundred percent (100%) of the monthly premium cost of a twenty-five thousand dollar (\$25,000) group term life insurance policy, and a fifty thousand dollar accidental death policy.

Section 2. Income Protection The School Board shall provide each eligible employee, group income protection coverage subject to the following conditions:

- Subd. 1* The policy shall have a 90 continuous calendar day waiting period before benefits begin.
- Subd. 2* The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of \$2,000 per month.
- Subd. 3* The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of the disability, whichever occurs first.

Section 3. Hospitalization For the 2022-2023 and 2023-2024 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District monthly contribution following Article X, Section C of the teachers' contract.

The district shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

- Subd. 1* Single coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a \$550 annual contribution to the employee's VEBA Account.

Subd. 2 Dependent Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make an \$1,100 annual contribution to the employee's VEBA account.

Subd. 3 VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on February 1st or next business day if a weekend.

Subd. 4 Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 4. Dental Insurance

The Board shall establish and maintain a dental insurance plan for all eligible employees during the 2022-2023 school year according to the rates below.

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	\$32.88	-0-	\$32.88
Family	\$77.74	\$8.64	\$86.38

For the 2021-2022 school year, the District and employee will share equally (50/50) any increase in total monthly premium above the district's rate. The District's contribution for 2021-2022 shall be equal to the District's base rate plus 50% of any increase beyond the total monthly premium as follows:

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	\$32.88	\$0	\$32.88
Family	\$77.74	\$8.64	\$86.38

Section 5. Tax Sheltered Annuity Employees may voluntarily participate at their cost, in a School Board approved tax sheltered annuity program. All employees are allowed to make a change or addition once per calendar year. Employees making additions, adjustments, or cancellations of Tax Sheltered Annuity programs must notify the School District by October 1st of the school year of participation. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15th of the upcoming due date.

Section 6. Payroll Deductions The difference between the monthly premium cost of the group insurance plan (single or family) and the School Board's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 7. Voluntary Participation Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board The School Board and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School Board and an insurance carrier pursuant to this Article. The School Board's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 9. Eligibility To be eligible for the insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more. Employees who work at least twenty (20) hours per week, but less than thirty (30) hours per week, shall be eligible for insurance contributions on a pro-rata basis if they are eligible to participate under the terms of any existing insurance contracts.

Section 10. Duration of Contribution School Board contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. This does not apply to scheduled periods of non-employment.

**Article VII
Salaries**

Section 1. Hourly Rates of Pay

<u>Cook Manager</u>	<u>2022-23</u>	<u>2023-24</u>
Step 1	\$22.37	\$23.42
Step 2	\$23.13	\$24.18
Step 3	\$26.66	\$27.71
<u>Assistant Cook Manager</u>		
Step 1	\$21.19	\$22.24
Step 2	\$21.64	\$22.69
Step 3	\$22.52	\$23.57
<u>Food Service Worker II</u>		
Step 1	\$17.94	\$18.99
Step 2	\$18.63	\$19.68
Step 3	\$19.24	\$20.29
<u>Food Service Worker I</u>		
Step 1	\$17.56	\$18.61
Step 2	\$18.22	\$19.27

Step 3	\$18.86	\$19.91
--------	---------	---------

HS/MS Cook Manager to receive \$1.00 above the regular step schedule of the Cook Manager.

Longevity:

After 10 years of service to the District, employees will receive an additional \$.50/hr.

After 15 years of service to the District, employees will receive an additional \$.75/hr.

After 20 years of service to the District, employees will receive an additional \$.85/hr.

Section 2. In-Charge Payment Employees assigned by the School District to perform the duties and responsibilities of a higher paid classification, shall be paid at the wage rate of the higher paid classification at the employee’s current step.

Subd. 1 Substitute for cook managers and/or HS/MS Cook Manager at Step 1 of cook manager pay schedule. If the cook manager from Wilshire takes over the responsibilities of HS/MS cook manager there shall be no reduction in pay or vice versa

Subd. 2 Substitute Food Service employee shall be paid at Step 1 of the Food Service Worker I schedule (non-staff members).

Section 3. Uniform Allowance Employees shall be provided a yearly uniform allowance. Those employees working thirty (30) or more hours/week shall receive \$180 and those employees working less than thirty (30) hours/week shall receive \$140. They are not to exceed those amounts. The money is used to purchase required and approved uniforms or shoes. Payments will be made in October upon the submission of receipts. Employees separating from employment prior to the completion of the normal work year shall receive a pro-rated deduction from their uniform allowance. The District shall provide each employee with aprons and shirts.

Section 4. Step Advancement Employees shall advance on the Salary Schedule in accordance with the following:

Subd. 1 Probationary Period Advancement

Following completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.

Subd. 2 Promotional Advancement

Employees promoted to a higher paid job classification who are placed on Step 1 of the Salary Schedule, will be advanced one step on the Salary Schedule following 90 consecutive days of employment or July 1 whichever comes first.

Subd. 3 Annual Step Advancement

Employees hired between July 1 and December 31 shall be advanced one step on the Salary Schedule effective as of the following July 1 and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired between January 1 and June 30 shall be advanced one step on the Salary Schedule as of July 1 of the following calendar year and each July 1 thereafter until the top step of the Salary Schedule is reached.

Section 5. Pay Day Employees shall be paid on the 15th and last day of each month, commencing on approximately September 30th and ending on approximately June 30th.

Section 6. Promotion Employees who are promoted to a higher paid job classification shall be placed on the wage rate step which is above that of the employee's previous job classification wage rate.

Section 7. Certification Employees who have an active Minnesota School Food Service Association Certificate will receive the following additional compensation per work hour effective the date of filing the certificate in the District Office.

Level I = \$.55 Level II = \$.65 Level III = \$.75 Level IV = \$.95

Section 8. Overtime Saturday work hours shall be paid at 1 1/2 times employee's regular hourly rate and Sunday work hours shall be paid 2 times employee's regular hourly rate.

Section 9. Mileage Employees who are required to use their personal vehicles in the performance of assigned duties shall be reimbursed at the current federal mileage reimbursement rate.

Section 10. Reimbursements The District agrees to pay the fee for membership in the MN School Food Service Association and reimburse employees for attending job-related conferences and completing job-related classes including SERVSAFE.

**Article VIII
Paid Absence**

Section 1 Vacation Employees who work at least 30 hours per week shall receive vacation in accordance with the following:

Annual Leave (Vacation)

1-5 years	6 2/3 hours/month
6-10 years	10 hours/month
11-18 years	14 hours/month
19+ years	16 hours/month

Subd. 2 Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 90 calendar days of the employment (probationary period) shall not earn vacation.

Subd. 3 Vacation leave shall be scheduled at times during the employee's normal work year per Article X, Section III. All vacation leave must have the prior approval from the direct supervisor and does not interfere with school operation. Employees will have confirmation or denial of requests within two duty days.

Subd. 4 An employee who has earned but not used vacation days at the end of the school year shall be compensated by July 15th of next fiscal year for the following number of vacation days according to the schedule below:

- Start of employment through five years - 4 days
- 6th year of employment through 10 years - 7 days
- 11th year of employment through 18 years - 10 days
- 19th year of employment and thereafter - 13 days

Subd. 5 Employees who work at least 30 hours per week shall receive their yearly annual vacation at the start of each school year. If an employee's employment terminates for any reason before the school year ends, any vacation time taken prior to actual accrual amount (identified in Article VIII, Section 1 Subd. 1) will be deducted from the employee's final paycheck.

Subd. 6 Vacation Day Carryover: Full Time employees may carry-over up to 15 days of vacation.

Section 2 Vacation (Less Than 30 Hour Employees): Bargaining unit employees who work less than 30 hours per week shall accrue annual leave as follows: One-half (1/2) day per year for years one through five. One (1) day per year after five (5) years of service in the school district. Three (3) days per year after ten (10) years of service in the school district.

Personal Days Hours per day	Per Year	Vacation Hours Sick Hours	
		Per Month	Per
8		6.66	10.667
7.5	3 days	6.25	10.00
6.5	3 days	5.41	8.667
6	3 days	5.00	8.00
5	3 days	0.00	6.25 or
1.25 days	2 days		

Section 2. Sick Leave

Subd. 1 Sick leave with pay shall be granted to eligible employees in the amount of twelve (12) days per year for absences necessitated by:

- 1.1 Illness or injury of an employee which prevents the adequate performance of job duties and responsibilities.

1.2 The serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; and

1.3 The death of a member of an employee's immediate family.

Subd. 2 The School Board has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.

Subd. 3 For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild, significant other, parent of significant other, or children of significant other.

Subd. 4 Added time beyond the amount of time granted due to a death in an immediate family shall be determined at the discretion of the Superintendent.

Subd. 5 Unused sick leave may be accumulated to a maximum of 125 days.

Subd. 6 Sick leave for employees who do not work a normal work year will be pro-rated based on 1 1/4 day of sick leave for each month of employment.

Section 3. Worker's Compensation Policy

Subd. 1 Upon the request of an employee who is absent from work as a result of a compensable injury or illness under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received pursuant to the Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.

Subd. 2 A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.

Subd. 3 Such payment shall be paid by the School Board to the employee only during the period of disability.

Subd. 4 In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

Section 4. Holidays Holidays for those employees working twelve and one-half (12.5) hours or more per week and up to forty (40) hours per week shall be prorated based on hours worked. The following eleven (13) days are to be considered paid holidays:

New Year's Day	Martin Luther King
Day Presidents' Day	
Good Friday	Memorial Day
Thanksgiving Day	
Friday following Thanksgiving Day	Christmas Eve Day
Christmas Day	
Four (4) floating holidays	

In addition, if school is in session, or an employee is required to work starting before Labor Day, Labor Day shall also be considered a paid holiday.

Subd. 1 The calendar dates on which the above holidays will be observed shall be established by the School Board at the time the school calendar is adopted.

Subd. 2 Employees working less than a normal work year shall be eligible for only those holidays which occur during the employee's work year.

Section 5. Personal Leave Three (3) personal leave days shall be granted each school year for employees working 30 or more hours weekly and two (2) personal leave days shall be granted for those employees working up to 30 hours for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Such days shall be granted by the Superintendent according to the following guidelines:

Subd. 1 A satisfactory explanation and prior approval by the Superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.

Subd. 2 Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, and cannot be conducted on a non-duty day.

Subd. 3 In emergency situations, written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying their supervisor at the earliest possible time.

Subd. 4 Examples of some legitimate claims for personal leave:

- urgent legal matters or matters related to the settlement of a relative's estate;
- special examinations administered by universities in connection with degree programs;
- religious observances;
- pallbearer or funeral service of close relative, or very close friend, not covered by other paid absence provisions;
- weddings in the immediate family or attendant in a wedding of a close friend.

Subd. 5 Examples of some situations which will not receive approval for personal leave with pay:

- personal recreational activities;
- interview and examination for other positions outside of the system;
- convention attendance with spouse;
- activities which are for profit or pay.

Subd. 6 Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.

Subd. 7 Employees working 30 or more hours per week may accumulate personal leave days to a maximum of four (4) days, and employees working less than 30 hours per week may accumulate personal leave days to a maximum of three (3) days.

Section 6. Jury Duty Bargaining unit employees summoned to jury duty will be granted paid absence, not deducted from sick leave, for the normal work days the employee is required to serve on

jury duty. Employees granted paid absence for jury duty shall be paid their normal daily salary less jury duty fees for each normal work day the employee is required to serve on jury duty.

Section 7. Eligibility for Paid Absences To be eligible for paid absences established by this Article, an employee shall be employed for a normal work week of thirty (30) hours or more per week. Employees working at least twelve-and-one-half (12.5) but less than thirty (30) hours per week shall earn prorated benefits. Employees shall receive paid absences as follows:

30+ hours per week: 3 personal days, sick leave, vacation, and holidays

12.5 but less than 30 hours per week: 2 personal days, holidays, and pro-rated sick leave

Section 8. Bereavement Leave Upon advance notice and arrangement with the district, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of an employee's spouse, child, parent, dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew, grandparent, grandchild, aunt, uncle, significant other, parent of significant other, child of significant other, or brother or sister of significant other.

Section 9. Bobbie's Clause At the discretion of the Superintendent, bereavement leave may be granted due to the death of a co-worker in the same unit.

Article IX Unpaid Leaves of Absence

Section 1. Child Care Leave The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

Subd. 1 The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption, in which case the employee should, upon learning of the date of adoption, submit a written application for a request of child care leave to the School Board.

Subd. 2 Child care leave will commence at a date mutually agreed upon, not to exceed 15 calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the food service program. Employees shall be reinstated to their original position or a position of like status. In the case of child birth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave of absence.

Subd. 4 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

- Subd. 5* Pay and Fringe benefits will be calculated in accordance with the Family and Medical Leave Act (PLI 03.3).
- Subd. 6* Adoption leave shall be granted in accordance with FMLA.
- Subd. 7* Food service employees may simultaneously use their accumulated and unused sick leave during the Family Medical Leave Act (FMLA) absence only to the extent of the employees' six (6) week period of disability or eight (8) weeks for cesarean birth as certified by the Food Service Employee's doctor.
- Subd. 8* A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance, to care for their child and the child's mother.

Section 2. Leave of Absence Without Pay A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

- Subd. 1* An employee on leave of absence without pay will not earn credit for advancement of the salary schedule or accumulated sick leave and other benefits during the period of the leave of absence.
- Subd. 2* The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School Board.
- Subd. 3* The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence without pay.

Section 3. Leave of Absence for Disability The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of 12 consecutive months; unless the employee requests in writing a leave for a period of less than 12 consecutive months.

- Subd. 1* The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence for disability.
- Subd. 2* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Section 4. Failure to Return from Leave Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2, and 3 of this Article may continue in the group insurance established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue participation in the group insurance programs shall arrange to pay the full monthly premium through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

Article X

Hours of Work

Section 1. Normal Work Day The normal workday of a full-time employee will be six (6) hours.

Section 2. Normal Work Week The normal workweek of a full-time employee will be 5 normal workdays.

Section 3. Normal Work Year The normal work year of a full-time employee will be those days during a school year on which food is served.

Section 4. Overtime Hours worked under the following conditions which have the prior authorization of the Director of Food Services, or a designated representative in the Director's absence, shall be considered overtime.

Subd. 1 Daily: For all employees, the regular hourly rate shall apply and any hours worked over eight (8) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.

Subd. 2 Weekly: For all employees, the regular hourly rate shall apply and any hours worked over forty (40) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.

Subd. 3 Holidays: Hours worked on a holiday, as established by Article VIII, Section 4, shall be paid at the rate of 1 1/2 times the employee's hourly rate of pay in addition to holiday pay.

Subd. 4 Night and weekend hours worked on an evening or weekend (Saturday or Sunday), or on a holiday function, special events after the normal workday or the extension of a normal workday, or worked after being called back from the normal workday shall be compensated at the rate of 1 and 1/2 times the employee's hourly rate of pay. Overtime opportunities will be provided on a circular rotation basis for all cooks with a normal workweek of 15 or hours.

Section 5. Emergency Closing On days when school is canceled due to an unscheduled emergency, all food service employees shall not report to work and for the first day, will be paid an amount equal to the hours paid for the normally scheduled work day. The second day of closure would be a virtual professional development day and employees who choose to attend will be paid for their time. Any additional days on which school is canceled due to an unscheduled emergency, food service employees will be permitted to use accumulated annual leave, personal leave, or compensatory overtime. If the employee has no such time accumulated, or if the employee so chooses, the employee may make up the missed time at a time mutually agreed upon by the employee and the employee's supervisor, provided work is available within the parameters of the employee's job description. An employee who chooses not to use the above accumulated leave or make up the time, will not be paid.

Section 6. Rest Period Employees scheduled to a normal work day of four (4) hours or more shall be scheduled a 15-minute rest period during the normal work day to be taken at a time and location approved by the Cook Manager. Employees who are full time shall receive an additional 15-minute rest period during the normal work day.

Article XI
Absences from Work

Section 1. Employee Notification Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

Section 2. Resignation Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

Section 3. Absence Without Pay Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the School Board, which is subject to the grievance procedure.

Subd. 1 An absence without pay shall not affect fringe benefits or seniority of an employee.

Subd. 2 Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay in accordance with the provisions of Article IX, Section 2.

Article XII
Retirement

Section 1. Options The purpose of the Food Service Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the district. The Plan will require participation by the employee coupled with a matching contribution from the District. Such a plan shall be conducted under the rules of I. R. C. 403(b). Employees may participate on only one level.

Subd. 1 Food Service Retirement Trust Level I—(For Food Service Employees employed after June 30, 2001)

1.1 Eligibility

- a. All full time food service employees whose initial employment in the district began on or after September 1, 2001, may participate in a district matching annuity program provided in M. S. §356.24.
- b. Food Service Employees electing to participate must notify the School District by October 1st of the school year of participation. After food service employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once/year.
- c. Defined Contribution Plan (Step Placement Maximum Annual District Matching Contribution)

Years of Service	2022-2023	2023-2024
-------------------------	------------------	------------------

1-2	\$0	\$0
3-10	1,350	1,350
11-15	1,600	1,600
16-20	1,850	1,850
21-25	2,100	2,100
26 years of service	2,200	2,200
Max. Career District Matching Contribution	30,400	30,400

Subd. 2 Food Service Retirement Trust Level II–For Food Service Employees employed before July 1, 2001.

2.1 Eligibility

- a. Full time food service employees hired prior to July 1, 2001, may participate in a district matching annuity program provided in Minn. Stat. §356.24.
- b. Food Service employees electing to participate must notify the School District by October 1st of the school year of participation. After food service employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once per year.

2.2 Any full time food service employee who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced rate of \$2,000 for 2022-2023 and \$2,000 for 2023-2024. These individuals will be contacted by the Business Office to clarify their maximum annual matching contribution.

Section 2. Hospital Insurance

Full time employees, employed by the district prior to July 1, 2009, who retire prior to the age of Medicare eligibility and who meet the eligibility conditions established by Article XII, Subd. 3, 3.1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3 of this contract at the employee’s personal cost until Medicare Eligibility.

Subd. 1 School Board Contributions

The School Board will contribute according to Article VI, Section 3, single coverage only, up to a maximum of seven years or Medicare eligibility whichever is first according to the following formula.

- 1.1 Four years of health insurance
- 1.2 An additional one year of health insurance provided the employee has served the district for twenty (20) years.
- 1.3 An additional one year of health insurance if the employee has accumulated seventy-five (75) days of sick leave and has 20 years of service.
- 1.4 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 20 years of service.

Section 3. Dental Insurance Employees who retire from ISD #282, may continue participation in the group dental insurance plan at the employee’s expense.

Article XIII

Grievance Procedure

Section 1. Definition A grievance shall be defined as a dispute concerning the interpretation of or the adherence to the terms and/or provisions of this Contract.

Section 2. Procedure In the event of an alleged grievance the employee or employees involved shall discuss the matter with their immediate supervisor within 14 calendar days from the date the grievance occurred. If the grievance is not resolved within five (5) calendar days following the discussion between the employee(s) involved and their immediate supervisor the grievance may be appealed in accordance with the following:

Step 1. Within ten (10) calendar days following the employee and immediate supervisor discussion the Union shall give written notice of an appeal to the Superintendent or designee. The Superintendent or designee and the Union Steward shall meet and attempt to resolve the grievance within five (5) calendar days after the Union appeal is received by the Superintendent or designee.

Step 2. Within ten (10) calendar days following the Steward-Business Manager meeting the Union shall give written notice of appeal to the Superintendent. The Superintendent and a Union Business Representative shall meet and attempt to resolve the grievance within ten (10) calendar days after the Union appeal is received by the Superintendent.

Step 3. If the grievance remains unresolved following the Superintendent and Union Business Representative meeting the Union may appeal the grievance, within ten (10) calendar days, to arbitration as provided by the provisions of Section 3 by written notice to the Chairperson of the School Board.

Section 3. Arbitration An alleged grievance appealed in accordance with Step 3 shall be submitted to arbitration in accordance with the PELRA.

Article XIV Discipline

Section 1. Discipline for Just Cause The School Board shall have the right to discipline employees for just cause. Disciplinary actions by the School Board shall include only the following:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension
- 4) Discharge.

Employees who are discharged shall be notified in writing of such action, together with a statement of the reason(s) for discharge, a copy of which shall be forwarded to the Union.

Section 2. Grievance Procedure A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (Grievance Procedure).

Article XV Miscellaneous Terms and Conditions

Section 1. Probationary Period New employees of the School Board shall serve a probationary period of ninety (90) consecutive calendar days of employment. During the probationary period an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

Section 2. Posting New positions or vacant positions shall be posted at each school in the food service area for a period of seven (7) calendar days. In the event the School Board determines to discontinue or not to fill a vacant position, the Union, through the union steward, shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the opening and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in schools, lateral change or downgrade will be considered along with others who have applied for the posted job.

Section 3. Notice of Resignation Employees resigning from employment shall give fourteen (14) calendar days written notice to the School Board of their intention to resign.

Section 4. Notice of Termination Employees shall be given at least fourteen (14) calendar days written notice of termination of employment by the School Board, except for employees terminated for just cause in accordance with the provisions of Article XIV and for employees terminated under the provisions of Section 1 of this Article.

Section 5. Re-Employment Employees who are re-employed following resignation or termination of employment shall be considered new employees for the purpose of fringe benefits and wage step placement, provided that employees re-employed following less than a six-month interruption of employment may have their previously earned fringe benefits and former wage step restored.

Section 6. Seniority Seniority shall be defined as the length of continuous full-time equivalency employment beginning from an employee's most recent date of employment.

Subd. 1 In the event it is necessary to reduce the work force the affected employee shall have the right, if qualified, to replace an employee with less seniority. A replaced employee shall have the right, if qualified, to replace an employee with less seniority. This process shall be repeated until the employee with the least seniority is laid off. A laid-off employee shall have the right to recall for a period of 24 months from the date of lay-off.

Subd. 2 Employees shall be recalled from lay-off based on seniority. If qualified, the last employee laid off shall be the first employee recalled. Employees notified of recall shall respond in writing within ten (10) calendar days from the date of notification or forfeit any right to recall.

Subd. 3 Employees who are recalled to work shall have their seniority, hourly rate step placement, and earned sick leave benefits at the time of lay-off, reinstated.

Article XVI Duration

Section 1. Term and Reopening Negotiations This contract shall remain in full force and effect for a period commencing on July 1, 2022, unless specified otherwise herein, through June 30, 2023, and thereafter until modifications are made pursuant to PELRA if either party desires to modify or terminate this Contract commencing on June 30, 2023, it shall give written notice of such intent not later than May 1, 2024. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this contract.

Section 2. Effect This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality Any matters relating to the terms and conditions of employment, whether or not referred to in this contract, shall not be open for negotiations during the term of this Contract, provided that the parties may *mutually* agree to modify any provision of this Contract.

Section 4. Severability The provisions of this Contract shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provisions thereof.

AGREED TO as the full and complete understanding between the parties as attested to by signatures of the following representatives of the School Board and the Union.

FOR THE UNION
BOARD

FOR THE SCHOOL

*Business Representative, Coty Filip
Corneille*

Superintendent, Renee

*Steward, Colleen Christenson
Cassandra Palmer*

School Board Clerk,

*Negotiator, Linda Amundsen
Tu*

Director of Finance, Phan

Negotiator, Mary Gutierrez

Negotiator, Michele D'Agostino

Negotiator, Michelle Paulson

Negotiator, Stacey Gaetz

Negotiator, Linda Eichler

Dated this _____ day of _____, 2022.
, 2022.

Dated this _ day of _____

**Insurance Addendum
Teacher's Contract**

Article X

C. Hospitalization Insurance

1. For the 2022-2023 and 2023-2024 school years the School District shall contribute \$358 per month in 2022-2023 and \$358 per month in 2023-2024 toward the premium cost for the single traditional plan. The school district shall contribute \$507.14 per month in 2022-2023 toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the 2023-2024 school year the school district shall contribute \$507.14, plus half of any rate increase, per month toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.
2. The school district shall contribute \$1,485.40 per month in 2019-2020, and \$1,485.40, plus half of any rate increase, per month in 2020-2021 toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.
3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:
 - a. Single Coverage: The School District will make a \$550 annual contribution to the employee's VEBA account in the 2019-2020 and 2020-2021 school years.
 - b. Dependent Coverage: The School District will make a \$1,100 annual contribution to the employee's VEBA account in the 2019-2020 and 2020-2021 school years.
 - c. Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.
 - d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.
4. Teachers hired after March 1st, 2014 are only eligible for the high deductible hospitalization insurance plans.

Memorandum of Understanding
Between the
School Service Employees, Local 284 Food Service
And
Independent School District #282

Regarding Martin Luther King Day for the 2022-2023 School Year

This Memorandum of Understanding (“MOU”) is entered into by and between the St. School Service Employees, Local 284 Food Service (“Food Service”) and Independent School District #282 (“District”).

WHEREAS, Food Service and the District are parties to a Master Agreement, for the period of July 1, 2022 through June 30, 2024, which governs the general terms and conditions of employment for food service employees; and

WHEREAS, Article VIII, Paid Absence, Section 4, Holidays, of the Master Agreement specifies the specific determined holidays for the school year.

WHEREAS, the District wishes for employees to be a part of the Professional Development day scheduled on Martin Luther King Day, which is listed as a holiday under the contract.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOU and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Nutrition Service employees will report to work on MLK day (Monday, January 16th).
2. Employees will have December 22, 2022 as a paid holiday.

Entire Agreement. This MOU constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOU controls to the extent that is in conflict with the Master Agreement. No changes in this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOU on the dates shown below

Coty Filip, Contract Organizer

Renee Corneille, Superintendent

Colleen Christensen, Steward
Chair

Laura Oksnevad, School Board

Dated this ___ day of _____, 2022

Dated this ___ day of _____, 2022

Action - Equity Review

BACKGROUND:

The School Board contracted with Equity Alliance during the 2021-22 school year to conduct an equity review. Unfortunately, Equity Alliance was unable to complete the equity review with fidelity due to dissolving as an organization. The school board, committed to building a truly equitable school district, sought additional proposals from organizations to complete an equity review. After receiving three proposals and having two organizations present to the school board, The Center of Educational Leadership (CEL) out of the University of Washington's proposal fit the district's vision for an equity review. It is recommended for the school board to enter into a contract with CEL to conduct an equity review, followed up with an equity road map.

Furthermore, the school board examined the use of Equimetrics surveys in the spring. Equimetrics surveys are used to analyze how well the district is meeting equity goals. The board discussed how utilizing both CEL and Equimetrics would benefit the district's equity work. Finally, the board discussed how our membership with Intermediate District 916 permits reduced pricing for the Equimetrics surveys.

The board has requested district administration to use the assigned fund balance (associated with equity) to pay for the CEL Equity Review and Equimetrics surveys.

St. Anthony - New Brighton School District - Building Your Equity Leadership Vision

Proposal created: August 5, 2022

Center for Educational Leadership
University of Washington
Box 358731
Seattle WA 98195

Proposal created by:
Max Silverman
silvermx@uw.edu

OVERVIEW

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about St. Anthony-New Brighton School District's goals, CEL proposes to support St. Anthony-New Brighton in the 2022-23 school year to further develop equity-centered, learning-focused leaders who make students happy, proud, and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through Building Your Equity Leadership Vision, we will collaborate with you to examine the current state of equity leader development in your school system and develop plans for how you can better prepare and support equity leaders in the future.

This approach follows from CEL's theory of action that student social, emotional, and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments, and student learning.

Partnership Outcomes

Your system will develop:

- A clear picture of how equity and equity leadership are defined and supported
- Strategies for authentically listening to stakeholder experiences and perspectives, especially those of students
- An actionable approach for how you can better create shared expectations and supports to develop equity-centered, learning-focused school leaders

We outline our fees and approach below.

PROFESSIONAL LEARNING	DAYS (QUANTITY)	PRICE
Building Your Equity Leadership Vision <i>Phase One - \$30,590; Phase Two - \$11,270 - Phases to be billed upon completion</i>	1	\$41,860.00

TOTAL	\$41,860.00
--------------	-------------

DESCRIPTION

CEL will support you to develop a system-wide view of the current state and aspirations for the development of equity-driven instructional leaders.

Phase One: Kickoff, Information Gathering, Development of Findings

We will collaborate with you to refine this approach, convene up 21 focus groups selected with you (to include possibly students, families and caregivers, cabinet members, school leaders, teacher leaders, and community or educational partners) and to review school system artifacts and data.

Inquiry will focus on the following and will be finalized in consultation with you:

- How are equity and equity leadership currently understood and demonstrated across the system?
- What are aspirations for equity and equity leadership across the system?
- What is the vision for the role of school leaders and how is their learning supported to grow in this role?
- Where are the greatest opportunities for growth in equitable school leadership across the system?

Our team will review focus group data and other collected data to synthesize and develop findings and recommendations, culminating in a final report and presentation.

Phase One fees to be billed upon completion: \$30,950

Phase Two: Planning, Coordination and Review of Findings

Upon development of findings and recommendations, we will review those with you and collaboratively craft an 18-month implementation plan contextualized to the strengths and opportunities of your system.

Phase Two fees to be billed upon completion: \$11,270

Key Contacts

Partner Sponsor - Renee Corneille - rcorneille@isd282.org

CEL Partnership Manager - Max Silverman - silvermx@uw.edu

CEL Contracts - Mindy Dotson - mjdots@uw.edu

CENTER *for*
 EDUCATIONAL LEADERSHIP

UNIVERSITY OF WASHINGTON • COLLEGE OF EDUCATION

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability (protected class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of Protected Class ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~. The school district prohibits any form of harassment or violence on the basis of Protected Class ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation including gender identity or expression, or disability~~.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~.
- D. — The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with~~

~~D. regard to public assistance, sexual orientation, including gender identity or expression, or disability~~, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

A. “Assault” is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
3. otherwise adversely affects an individual’s employment or academic opportunities.

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

D. Protected Classifications; Definitions

1. “Disability” means ~~with respect to an individual who any condition or characteristic that renders a person a disabled person. A disabled person is any person who:~~

- a. has a physical, sensory, or mental impairment which materially limits one or more major life activities of such individual;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

2. “Familial status” means the condition of one or more minors being domiciled with:

- a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
 7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment ~~include~~consists ~~of~~ unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender identity or expression.

G. Sexual Violence; Definition

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

H. Violence; Definition

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct ~~that~~which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that

may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates Wendy Webster wwebster@stanthony.k12.mn.us, 612-706-1170 3301 Silver Lake Road St. Anthony, MN 55418 as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.

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

- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district

human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human

Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

VIII. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes chapter 260E-§ 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

IX. DISSEMINATION OF POLICY AND TRAINING

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

X. GRIEVANCE PROCEDURES

- A. Refer to procedure 103.1- Grievance Procedure for Complaints of Discrimination

- | | |
|--|---|
| B. TITLE IX COORDINATOR
Wendy Webster
3303 33rd Ave NE
St. Anthony, MN 55418
612-706-1170
wwebster@isd282.org | SECTION 504 COORDINATOR
Hope Fagerland
3303 33rd Ave NE
St. Anthony, MN 55418
612-706-1062
hfagerland@isd282.org |
|--|---|

- C. A student, parent, or employee can file a complaint with OCR at any time at:

Office for Civil Rights
Chicago Office
U.S. Department of Education
John C. Kluczynski Federal Building
230 S. Dearborn Street, 37th Floor
Chicago, IL 60604
Telephone: 312-730-1560

Facsimile: (312) 730-1576
Email: OCR.Chicago@ed.gov

- D. Students, parents, and employees may file a complaint of discrimination with:

Minnesota Department of Human Rights

Griggs Midway Building
540 Fairview Avenue North, Suite 201
St. Paul, MN 55104
Telephone: 1-800-657-3704 or (651) 539-1100
Email: Info.mdhr@state.mn.us

- E. Employees may file a complaint of discrimination with:

Equal Employment Opportunity Commission

Towle Building
330 South 2nd Avenue, Suite 720
Minneapolis, MN 55401
Telephone: (612) 552-7306
Fax: (612) 335-4066
TTY: 1-800-669-4000
ASL Video Phone: 1-844-234-5122

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education) Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy) Minn. Stat. § 121A.031 (School Student Bullying Policy) Minn. Stat. Ch. 363A (Minnesota Human Rights Act) Minn. Stat. § 609.341 (Definitions)
Minn. Stat. ~~Ch. 260E~~§ 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972) 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (**Section 504 of the** Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964) 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination, Grievance Procedures and Process](#), ~~[Student Sex Nondiscrimination](#)~~)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Revised and Adopted August 21, 2022~~18~~

414 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. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E~~§ 626.556~~ requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails 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 ~~that~~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 (Juvenile Safety and Placement~~Child Protection~~) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to

believe a child is being ~~maltreated neglected or physically or sexually abused~~, or has been ~~maltreated neglected or physically or sexually abused~~ within the preceding three years.

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

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

- ~~1.~~ failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical ~~care~~, or other care required for the child’s physical or mental health when reasonably able to do so, ~~including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~
- 1.
2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so; including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for ~~the child’s his or her~~ own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 4.6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a ~~parent or~~ person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
8. emotional harm from a pattern of behavior ~~that 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 occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.~~

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

G. "Nonmaltreatment mistake" occurs when 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 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

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

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

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian ~~thatwhieh~~ 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 ~~thatwhieh~~ are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~thatwhieh~~ result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9)

purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~that~~~~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 ~~that~~ subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

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

K. "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.

L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~that~~~~which~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

~~H. "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.~~

~~I. "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.~~

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

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the information neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately ~~If the immediate report has been made orally,~~ by telephone or otherwise. ~~The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for~~ assessing ~~or investigating~~ the report ~~maltreatment.~~ Any ~~The written report shall~~ be of sufficient content to identify the child, any person believed to be responsible for the maltreatment ~~abuse or neglect~~ of the child if the person is known, the nature and extent of the maltreatment ~~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 that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- F-G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report

is made because of the report.

~~G.H. 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.I. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or and the recklessly making amaking of a false report also may result in discipline. The court may also award attorney's fees.~~

V. INVESTIGATION

- A. The responsibility for ~~assessing or investigating~~investigating reports of suspected ~~maltreatment~~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 ~~offender~~perpetrator, and any other person with knowledge of the ~~maltreatment~~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 ~~the alleged offender or parent, legal guardian or 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 ~~offender~~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 ~~offender~~~~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 and School Board Policy 413. 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. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 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. Ch. 260E \(Reporting of Maltreatment of Minors\)](#)
~~[Minn. Stat. § 626.556 et seq. \(Reporting of Maltreatment of Minors\)](#)~~
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
Minn. Rules Part 9503
Minn. Rules Part 9503.0045
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)



Revised and Adopted ~~August 21, 2022~~18

415 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

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

III. DEFINITIONS

A. "Abuse" means:

1. 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 Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes 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.
2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 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 Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.
4. 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 Minnesota Statutes section 626.5572, Subd. 2.

B. "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.

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

D. "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.

E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

~~A. F. "Mandated rReporters" means a professional or professional's delegate while engaged in education. any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.~~

~~B. G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.~~

~~H. "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.

C. I. Neglect also means 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 Minnesota Statutes section Minn. Stat. § 626.5572, Subd. 17.

~~D. —“Abuse” means: (a) An act against a vulnerable adult that constitutes a violation~~

~~of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.~~

~~E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.~~

~~F.~~ J. "Vulnerable aAdult" 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 Minnesota Statutes chapter Minn. Stat. Ch. 245A, except as excluded under Minnesota Statutes section 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 whether any type of service is received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for provide the individual's person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

~~G. “Caregiver” means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.~~

~~H. K. “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. “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.~~

~~I.A. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.~~

IV. REPORTING PROCEDURES

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (~~Government Data Practices~~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. § 609.23~~2~~4 (Crimes Against Vulnerable Adults; Definition~~the Person~~)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)



Revised and Adopted ~~2022~~ **August 21, 2018**

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
 - 1. an actual or perceived imbalance of power exists between the student

engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
 1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide

supervision or assume liability at these locations and events.

- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. “Student” means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited

conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See Policy 506) and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of

the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with [Minnesota Statutes section Minn. Stat. § 122A.60](#), to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with [Minnesota Statutes section Minn. Stat. § 121A.031](#) and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (~~Model Policy~~ **Sexual, Religious and Racial Harassment and Violence**)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy~~Student Sex Nondiscrimination~~) MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)



Reviewed and Adopted 2022

522 STUDENT SEX NONDISCRIMINATION ~~POLICY, GRIEVANCE PROCEDURE AND PROCESS~~

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

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

A. The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in its education programs, denied the BENEFITS of, or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education otherwise subjected to discrimination under any educational program or activity extends to admission and employment. operated by the school district on the basis of sex.

B. Every school district employee shall be responsible for complying with this policy.

C. The school district is committed to maintaining an education board hereby designates Wendy Webster 3303 33rd Ave NE, St. Anthony, MN 55418 612-706-1170 wwebster@isd282.org as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

A. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

B. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

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

Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

**~~Wendy Webster 3303 33rd Ave NE, St. Anthony, MN
55418 612-706-1170~~**

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

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

~~H. DEFINITIONS~~

~~A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.~~

~~B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.~~

~~C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday – Friday, excluding State recognized holidays).~~

~~A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.~~

~~B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.~~

~~C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.~~

~~1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.~~

~~2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.~~

- ~~D. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.~~
- ~~E. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.~~
- ~~F. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.~~
- ~~G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.~~
- ~~H. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:~~
- ~~1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);~~
 - ~~2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or~~
 - ~~3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).~~
- ~~I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative~~

educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

J. ~~“Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:~~

1. ~~“Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.~~
2. ~~“Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.~~
3. ~~“Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.~~
4. ~~“Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.~~
5. ~~The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who~~

~~are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.~~

~~BASIC REQUIREMENTS FOR **III. REPORTING GRIEVANCE PROCESS PROCEDURES**~~

~~D. Equitable Treatment~~

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

~~E. Objective and Unbiased Evaluation of Complaints~~

- ~~1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.~~
- ~~2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.~~

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

~~G. Confidentiality~~

~~The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32-34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the~~

~~conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).~~

~~H. — Right to an Advisor; Right to a Support Person~~

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

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

~~I. — Notice~~

~~The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.~~

~~J. — Consolidation~~

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

~~K. — Evidence~~

~~1. — During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege;~~

~~unless the person holding such privilege has waived the privilege.~~

- ~~2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.~~

~~L. Burden of Proof~~

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

~~M. Timelines~~

- ~~1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.~~
- ~~2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.~~
- ~~3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.~~
- ~~4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.~~
- ~~5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.~~

~~N. — Potential Remedies and Disciplinary Sanctions~~

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

~~III. — REPORTING PROHIBITED CONDUCT~~

- ~~A. — A. — Any student who believes they have ~~he or she has~~ been the victim of unlawful sex discrimination by a teacher, administrator, or sexual harassment other school district personnel, or any person (including the parent of a student) with actual knowledge or belief of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible ~~immediately~~ to the Title IX Coordinator.~~
- ~~B. — Any employee of the an appropriate school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.~~
- ~~C. — A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, official designated by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.~~
- ~~D. — Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may~~

report the alleged conduct to law enforcement authorities. ~~or may file a grievance.~~ The school district encourages complainants to report criminal behavior to the police immediately ~~the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.~~ Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

~~IV. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR~~

- ~~A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.~~
- ~~B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.~~
- ~~C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.~~
- ~~D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - ~~1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;~~
 - ~~2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;~~
 - ~~3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;~~
 - ~~4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;~~
 - ~~5. A statement informing the parties of any code of conduct provision that~~~~

prohibits knowingly making false statements or knowingly submitting false

information; and

6. A copy of this policy.

~~V. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT~~

~~A. Emergency Removal of a Student~~

~~1. The school district may remove a student respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:~~

~~a. The school district undertakes an individualized safety and risk analysis;~~

~~b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student respondent; and~~

~~c. The school district determines the student respondent poses such a threat, it will so notify the student respondent and the student respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506—Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.~~

~~B. Employee Administrative Leave~~

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

~~VI. INFORMAL RESOLUTION OF A FORMAL COMPLAINT~~

~~A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's~~

discretion, but only after a formal complaint has been received by the school district.

- ~~B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.~~
- ~~C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.~~
- ~~D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.~~
- ~~E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.~~

~~VII. DISMISSAL OF A FORMAL COMPLAINT~~

- ~~A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - ~~1. Would not meet the definition of sexual harassment, even if proven;~~
 - ~~2. Did not occur in the school district's education program or activity; or~~
 - ~~3. Did not occur against a person in the United States.~~~~
- ~~B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - ~~1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;~~
 - ~~2. The respondent is no longer enrolled or employed by the school district; or~~
 - ~~3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.~~~~

- ~~C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.~~
- ~~D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.~~

~~VIII. INVESTIGATION OF A FORMAL COMPLAINT~~

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

~~IX. DETERMINATION REGARDING RESPONSIBILITY~~

- ~~A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.~~
- ~~B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.~~
- ~~C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.~~
- ~~D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:~~
- ~~1. Identification of the allegations potentially constituting sexual harassment;~~
 - ~~2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;~~
 - ~~3. Findings of fact supporting the determination;~~
 - ~~4. Conclusions regarding the application of the school district's code of conduct to the facts;~~
 - ~~5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and~~
 - ~~6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.~~

~~In determining appropriate disciplinary sanctions, the Decision-maker~~B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.

~~C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal~~

shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- D. The school board hereby Wendy Webster 3303 33rd Ave NE, St. Anthony, MN 55418 612-706-1170 wwebster@isd282.org as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers and work e-mail addresses.
- F. Submission of a good faith complaint, grievance, or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades, or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint, or grievance alleging unlawful sex discrimination toward a student, shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged ~~incident occurred~~ incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- E. The written determination of responsibility must be provided to the parties

simultaneously.

~~F. The Title IX Coordinator is responsible for the effective implementation of any remedies.~~

~~G. The determination regarding responsibility becomes final either on the date that D. In addition, the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.~~

~~X. APPEALS~~

~~A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:~~

~~1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);~~

~~2. New evidence that was not reasonably available may take immediate steps, at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and~~

~~3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual its discretion, to protect the complainant or respondent that affected the outcome of the matter.~~

~~B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.~~

~~C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.~~

~~D. The written decision describing the result of the appeal must be provided simultaneously to the parties.~~

~~E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.~~

~~XI. RETALIATION PROHIBITED~~

~~A. Neither the school district nor any , pupils, teachers, administrators, or other person may intimidate, threaten, coerce, or~~

~~discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in school personnel pending completion of an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies of alleged unlawful sex discrimination toward a student.~~

~~B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.~~

~~C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.~~

~~XII. TRAINING~~

~~A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:~~

- ~~1. The Title IX definition of sexual harassment;~~
- ~~2. The scope of the school district's education program or activity;~~
- ~~3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;~~
- ~~4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;~~
- ~~5. For Decision makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and~~
- ~~6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.~~

- ~~B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.~~
- ~~C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.~~
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, ~~school district employee, and staff members,~~ employee unions, and organizations.
- ~~D. B.~~ The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, review this policy and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- E. ~~The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:~~

1. ~~The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;~~
2. ~~Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;~~
3. ~~A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and~~

~~Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex operation for compliance with state and federal laws prohibiting discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond on a continuous basis.~~

~~XIII. RECORDKEEPING~~

- A. ~~The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school~~

district must document:

1. ~~The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;~~
2. ~~The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and~~
3. ~~If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.~~
4. ~~The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.~~

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

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

XIV. ~~GRIEVANCE REPORTING PROCEDURE~~

A. ~~Refer to procedure 103.1 Grievance Procedure for Complaints of Discrimination~~

B. ~~TITLE IX COORDINATOR~~

~~Wendy Webster 3303 33rd Ave
NE
St. Anthony, MN 55418 612-706-
1170~~

~~SECTION 504 COORDINATOR~~

~~Hope
Fagerla
nd 3303
33rd
Ave NE
St.
Anthony,
MN 55418
612-706-
1062~~

C. ~~A student, parent, or employee can file a complaint with OCR at any time at:~~

~~**Office for Civil Rights**
Chicago Office
U.S. Department of Education~~

John C. Kluczynski Federal Building
230 S. Dearborn Street, 37th Floor
Chicago, IL 60604
Telephone: 312-730-1560
Facsimile: (312) 730-1576

Email:

D. Students, parents, and employees may file a complaint of discrimination with:

Minnesota Department of Human Rights

Griggs Midway Building

540 Fairview Avenue North, Suite 201

St. Paul, MN 55104

Telephone: 1-800-657-3704 or (651) 539-1100

Email:

E. Employees may file a complaint of discrimination with:

Equal Employment Opportunity Commission

Towle Building

330 South 2nd Avenue, Suite 720

Minneapolis, MN 55401

Telephone: (612) 552-7306

Fax: (612) 335-4066

TTY: 1-800-669-4000

ASL Video Phone: 1-844-234-5122

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

XV. RESOURCES

Office for Civil Rights

Chicago Office

U.S. Department of Education

John C. Kluczynski Federal Building

230 S. Dearborn Street, 37th Floor

Chicago, IL 60604

Telephone: 312-730-1560

Faeximile: (312) 730-1576

Reading Room, U.S. Department of Education, Office for Civil Rights:

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

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence) ~~MSBA/MASA Model
Policy 506 (Student Discipline)~~
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status
Nondiscrimination)



Reviewed and Adopted 2022

524 ~~TECHNOLOGY RESPONSIBLE~~INTERNET ACCEPTABLE USE AND SAFETY POLICY

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

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access ~~both on and off district property to to the~~ school district ~~technology resources~~computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district ~~district technology resources, which includes district devices, Internet access, the local network, and computer system and the Internet, including~~ electronic communications, the school district considers its own stated educational mission, goals, and objectives. ~~Digital literacy~~ Electronic information research skills are now fundamental to preparation of ~~digital~~ citizens and future employees. Access to the school district ~~local network~~computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district ~~technology resources, local network~~computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

~~The district recognizes the importance of online social media networks as a communication and learning tool. Social media includes websites and applications that enable users to create and share content or to participate in social networking. Toward that end, the District provides password-protected social media tools and District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent, or designee, and parental consent for student participation on social networks.~~

~~Staff have the same responsibility for addressing inappropriate student behavior or activity on these networks as you would in a classroom, including requirements for mandated reporting.~~

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to ~~district technology resources.~~the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. ~~District technology resources have~~ The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district technology resource system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

~~limited-purpose network. Although district technology resources are intended for use related to the conduct of the school district business, employees may access district technology resources and/or Internet for limited, occasional, and brief personal use that does not interfere with the conduct of school district business, subject to state and federal law, the restrictions of board policy, district operating procedures on acceptable district technology use, and directives or guidelines of an employee's supervisor or other school district official. When utilizing district technology resources for personal use, employees should attempt to do so during non-duty hours.~~

IV. ~~USE OF RESOURCES ARE~~SYSTEM IS A PRIVILEGE

The use of the school district ~~technology resource system~~ and access to use of the Internet is a privilege, not a right.

~~Staff: Many of the duties required of staff depend on the responsible use of district technology resources, and irresponsible or illegal use of these technologies could put staff member's abilities to perform these duties at risk. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district technology resource system or the Internet may result in one or more of the following consequences: payments for damages and repairs; discipline under other appropriate school district policies, termination of employment; or civil or criminal liability under other applicable laws.~~

~~Students: Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of district technology resources may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.~~

V. UNACCEPTABLE USES

~~The~~A. While not an exhaustive list, the following uses of the school district

technologysystem and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district ~~technology resourceessystem~~ to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district ~~technology resourceessystem~~ to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district ~~technology resources to knowingly~~system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district ~~technology resourceessystem~~ to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district ~~technology resourceessystem~~ software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district ~~technology resourceessystem~~ in such a way as to disrupt the use of the system by other users.
5. Users will not use the school district ~~technology resourceessystem~~ to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district ~~technology resourceessystem~~ to knowingly post private information about another person, personal contact information about themselves or other persons, or other personally identifiable

information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message. *[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]*

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district technology resource system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "Twitter," "TikTok," "Reddit," and "Facebook" except as approved by a supervising teachers similar websites or administrator applications.

1.——7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district networksystem or any other system through the use ofschool district technology

~~resources, system~~, attempt to log in through another person's account, or use computer accounts, access codes, ~~or network identification, or digital signature~~ other than those assigned to the user. Messages and records on the school district ~~technology resource system~~ may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district ~~technology resource system~~ to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district ~~technology resource system~~ for conducting ~~personal~~ business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district ~~technology resource system~~ to offer or provide goods or services or for product advertisement. Users will not use the school district ~~technology resource system~~ to purchase goods or services for personal use without authorization from the appropriate school district official. ~~Unauthorized purchase of goods and services using district technology resources over the Internet could potentially result in unwanted financial obligations. Any financial obligation incurred by a student through the use of district technology resources is the sole responsibility of the student and/or the student's parents.~~

10. Users will not use the school district ~~technology resource system~~ to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy ~~514~~. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, ~~situations where serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school district network is compromised or if a activities, and breaches of school district employee or student is negatively impacted security devices.~~ If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district ~~technology resource computer system and the Internet~~ and

discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

[Note: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes section 125B.15.]

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

[Note: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state

technology revenue may adopt or retain the following language. However, the school district is not required to do so.

- A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.
- B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children’s Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

- A. With respect to any of its ~~district technology resources~~ computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such ~~technology resources~~ computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district ~~technology resources~~computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district ~~technology resources~~system, the school district does not relinquish control over materials on the system or contained in files on the system. ~~Users should expect only limited privacy in contents of personal files on district technology resources.~~ Users should expect only limited privacy in the use~~contents~~ of their~~personal~~ electronic devices~~files~~ on the school district network~~system~~.

B. Routine maintenance and monitoring of the school district ~~technology resources~~system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and ~~email~~mail files: in accordance with the school district's Protection

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

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and email-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district technology resourceessystem may be subject to review, disclosure or discovery under Minn. Stat. Ch. Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act). ~~In addition, school district employees should be aware that the school district may have lawful grounds under certain circumstances to search an employee's personal electronic devices, even if the district technology resources were not used.~~

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district technology resources-system.

~~B. School district employees should be aware that when connecting personal devices to your school email accounts, including personal smartphones, the district requires your device to set a passcode to protect data you will be retrieving from our servers, the district may also gain the ability to remotely lock, and remotely erase your personal device to protect sensitive data in the event of a loss or theft.~~

~~All lost devices connected to the district network resources (I.E.: e-mail, cloud storage, or wireless networks) should be reported to the Technology Department as soon as possible.~~

TECHNOLOGY RESPONSIBLE IX. INTERNET USE AGREEMENT

A. The proper use of district technologythe Internet, and the educational value to be gained from proper technologyInternet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access district technology resources-the Internet.

C. The Technology ResponsibleInternet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Technology ResponsibleInternet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district technology resourceessystem is at the user's own risk. Technology

~~resources are~~ The system is provided on an “as is, as available” basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district ~~storage mediums or systems~~diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district ~~technology resources system~~. The school district will not be responsible for financial obligations arising through unauthorized use of the school district ~~technology resource system or the Internet~~.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to ~~district technology~~Internet use.

B. This notification shall include the following:

1. Notification that ~~district technology~~Internet use is subject to compliance with school district policies.
2. Disclaimers limiting the school district’s liability relative to:
 - a. Information stored on school district ~~storage mediums~~diskettes, hard drives, or systems~~servers~~.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet ~~based~~ accounts ~~available upon request~~.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student’s parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by ~~Policy 406~~, Public and Private Personnel Data Policy, and ~~Policy 515~~, Protection and Privacy of Pupil Records Policy.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of ~~district technology resources~~ and Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district technology resource system and of the Internet if the student is using/accessing the school district technology resource system from home or a remote location.
- B. Parents will be notified that their students will be using school district technology resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring technology Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Technology Responsible Internet Use Agreement must be signed annually by the user ~~and~~, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district ~~technology resource use~~Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of ~~technology resources~~the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 20 U.S.C. § ~~6751~~ *et seq.* (~~Enhancing Education through Technology Act of~~
~~2001~~1232g (Family Educational Rights and Privacy Act)
 47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
 Minn. Stat. § 121A.~~0695~~031 (School ~~Board Policy; Prohibiting~~
~~Intimidation and Student Bullying Policy~~)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. _____, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733,
~~21 L.Ed.2d 731~~ (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297,
~~561~~942(2003)
L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)

Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL
~~3870868~~ 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011));2 aff’d on
 other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)~~Kowalski~~
~~v. Berkeley County Sch., 652 F.3d 656 (4th Cir. 2011)~~~~Layshoek v.~~
~~Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)~~2012)

Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-
III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal

of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored
Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
~~MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination) Policy
524.1 (Bring Your Own Device)~~
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination
Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School
District Property by Nonschool Persons)



Reviewed and Adopted 2022

616 —SCHOOL DISTRICT SYSTEM OF TEACHING AND LEARNING FOR ACCOUNTABILITY

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and ~~Federal Law will require a new level of federal law requires~~ accountability for the school district. The school district ~~will establish~~established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also ~~will establish~~established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.

B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

C. “World’s ~~Best Workforce~~best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and

college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals ~~which~~that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and ~~Federal Law~~ federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the ~~Teaching and Learning Committees~~ school district's Advisory Committee.

~~The Teaching and Learning Committees will be~~

2. ~~The Advisory Committee is~~ established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the ~~Teaching and Learning Committees~~ Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under ~~Minn. Stat. §Minnesota Statutes section~~ 123B.147, Subd. 3, and teacher evaluations under ~~Minn. Stat. §Minnesota Statutes section~~ 122A.40, Subd. 8, or 122A.41, Subd. 5.

[Insert Local Cycle in this space]

C. Implementation of Graduation Requirements

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

2. The school board shall annually review and determine if student achievement levels at each school site meet federal ~~and state~~ expectations. If the school board determines that student achievement levels at a school site do not meet federal ~~and state~~ expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site ~~shall to~~ adopt a plan to raise student achievement levels to meet federal ~~and state~~ expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

~~components.~~

3. The educational assessment system (Success Metrics) component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or ~~district-wide~~districtwide assessments. The school board will ~~utilize models~~utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

~~The Teaching and Learning Committees for D.~~ Comprehensive Continuous
Improvement of Student Achievement

~~The Teaching~~1. By ~~[—date—]~~Jan. 1 of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and Learning Committeescomprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school district [such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.], will provide active community participation in:

a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota GraduationK-12 Academic Standards;

b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

d. Advising the school board about development of the annual budget.

3. ~~The Teaching and Learning Committees~~Advisory Committee shall meet the following criteria:

~~The Teaching and Learning Committees~~a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

b. ~~The Teaching and Learning Committees~~Advisory Committee shall give feedbackmake recommendations to the school board on school

district-wide standards, assessments, and program evaluation.

~~c.~~ Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

~~a.~~ ~~d.~~ A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data

~~for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.~~

~~2.~~ ~~The Teaching and Learning Committees, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:~~

~~a.~~ ~~The Director of Curriculum (or similar educational leader)~~

~~b.~~ ~~Principal~~

~~c.~~ ~~School Board Member~~

~~d.~~ ~~Student Representative~~

~~e.~~ ~~One teacher from each building or instructional level~~

~~f.~~ ~~One parent from each building or instructional level~~

~~g.~~ ~~Two residents without school-aged children~~

~~i.~~ ~~School District Test Administrator (if different from "a." above)~~

~~Success Metrics for Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Teaching and Learning Committees~~ Advisory Committee ~~in the instruction and curriculum review process. This plan shall annually be approved by the school board.~~

~~B.~~ ~~Educational Planning and Assessment System. The school district may elect to participate in the Educational Planning and Assessment System (EPAS) program offered by ACT, Inc., to provide a longitudinal, systematic approach to student educational and career planning, assessment, instructional support, and evaluation.~~

4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:
 - a. The Director of Curriculum (or similar educational leader)
 - b. Principal
 - c. School Board Member
 - d. Student Representative
 - e. One teacher from each building or instructional level
 - f. Two parents from each building or instructional level
 - g. Two residents without school-aged children, non-representative of local business or industry
 - h. Two residents representative of local business or industry
 - i. District Assessment Coordinator (if different from “a.” above)

[Note: This Advisory Committee composition is a model only.]

5. Translation services should be provided to the extent appropriate and practicable.
6. The Advisory Committee shall meet ~~the following~~4 or 5 times ~~timeline~~ each year:

Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Month(s): Review evaluation results and prepare recommendations.

Month: Present recommendations to the school board for its input and approval.

E. — Evaluation of Student Progress Committee. — A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting:

1. Consistent with ~~Minn. Stat. §~~Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
~~Minn. Stat. § 120B.018 (Definitions)~~
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.128 (Educational Planning and Assessment System (EPAS) Program)
~~Minn. Stat. § 120B.35 (Student Academic Achievement Levels and Growth)~~
Minn. Stat. § 120B.36 (School Accountability; ~~Appeals Process~~)
Minn. Stat. § 122A.40, ~~Subd. 8~~ (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, ~~Subd. 5~~ (Teacher Tenure Act; Cities of the First Class;

Definitions)

Minn. Stat. § 123B.04 (Site Decision Making; [Individualized Learning Agreement](#)); [Other Agreements](#))

Minn. Stat. § 123B.147, ~~Subd. 3~~ (Principals)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.~~0800-3501.0815~~[0820](#) (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

~~Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)~~

[Minn. Rules Parts 3501.1300-3501.1345 \(Academic Standards for Social Studies\)](#)

[Minn. Rules Parts 3501.1400-3501.1410 \(Academic Standards for Physical Education\)](#)

20 U.S.C. § 6301, *et seq.* (~~No Child Left Behind~~[Every Student Succeeds](#) Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

[Note: The Commissioner of Education is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minn. Stat. § 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort between the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. For purposes of this Policy, the term, “school districts,” shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

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

II. II. GENERAL INFORMATION

A. A. The Policy and Plans

The school district’s Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building’s specific situation and needs.

The school district’s administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]

- a. a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

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

- b. b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until

released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

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

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

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

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

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

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

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

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

b. _____
III. **III.** PREPARATION BEFORE AN EMERGENCY

A. **A.** Communication

1. **1.** District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. **2.** Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. **B.** Planning and Preparing for Fire

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

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

2. **2.** Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. **3.** Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations

using primary evacuation routes and alternate routes.

4. 4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5.

~~extinguishers and protective clothing and equipment.~~

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.

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

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

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

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

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

C. C. Facility Diagrams and Site Plans

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

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

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

D. D. Emergency Telephone Numbers

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

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

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]

E. E. Warning and Notification Systems

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

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

F. F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

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

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

G. G. Media Procedures

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

release of private data when conveying information to the media.

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

H. H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. 1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. 2. Designate specific rooms as private counseling areas.
3. 3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. 4. Prohibit media from interviewing or questioning students or staff.
5. 5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. 1. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. 1. Physical/structural recovery.
2. 2. Fiscal recovery.
3. 3. Academic recovery.
4. 4. Social/emotional recovery.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]

IV. IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

A. A. Fire

B. B. Hazardous Materials

- C. C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. D. Medical Emergency
- E. E. Fight/Disturbance
- F. F. Assault
- G. G. Intruder
- H. H. Weapons
- I. I. Shooting
- J. J. Hostage
- K. K. Bomb Threat
- L. L. Chemical or Biological Threat
- M. M. Checklist for Telephone Threats
- N. N. Demonstration
- O. O. Suicide
- P. P. Lock-down Procedures
- Q. Q. Shelter-In-Place Procedures
- R. R. Evacuation/Relocation
- S. S. Media Procedures
- T. T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. V. Emergency Phone Numbers
- W. W. Highly Contagious Serious Illness or Pandemic Flu

V. **v. MISCELLANEOUS PROCEDURES**

A. **A. Chemical Accidents**

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

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

B. _____

~~as chemistry labs, art rooms, swimming pool areas, and janitorial closets.~~

B. Visitors

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

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

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

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

[Note: The Every Student Succeeds Act, 20 U.S.C. § 6301, et seq.; Title IX, 20 U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 U.S.C. § 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

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

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

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to ~~Hazardous Substances~~)
Hazardous Substances)

MSBA/MASA Model Policy 413 (Harassment and Violence) MSBA/MASA Model Policy 501 (School Weapons Policy) MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams
to Remove Students with IEPs from School Grounds)

MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

https://dps.mn.gov/divisions/sfm/documents/2201comprehensiveschool_safetyguide2011comprehensiveschool-safetyguide.pdf

Options for School Board Professional Development Dates

October 11 (Tuesday) or 13 (Thursday), 2022

December 8 (Thursday) or 13 (Tuesday), 2022

February 9 (Thursday) or 16 (Thursday), 2023

May 11 (Thursday) or 18 (Thursday), 2023