

St. Louis Park Public Schools School Board Meeting Agenda

Tuesday, October 10, 2023 at 6:30 PM

Regular Business Meeting

St. Louis Park District Offices

6300 Walker Street

St. Louis Park, Minnesota 55416

1. **CALL TO ORDER**
2. **LAND ACKNOWLEDGEMENT**
3. **APPROVAL OF AGENDA**
4. **DISCUSSION ITEMS**
 - A. Students to present a summary of the Euro trip this past summer as well as present for approval a 2024 summer trip to Japan. 2
 - B. Policy Development - First Reading of Policies 410 Family and Medical Leave, 414 - Mandated Reporting - Child Neglect or Physical or Sexual Abuse, 415 Mandated Reporting - Abuse of Vulnerable Adults, 808 Face Coverings 37
 - C. Aquila Building Capacity 65
 - D. Construction Update 84
5. **CONSENT AGENDA**
 - A. Approval of Meeting Minutes 94
6. **ACTION AGENDA**
 - A. Approval of 2024 Summer Japan Trip
 - B. Approval of Bids for the Saint Louis Park High School Music Rooms Renovations 97
 - C. Approval of Interim Superintendent Contract 99
7. **COMMUNICATIONS AND TRANSMITTALS**
8. **ADJOURNMENT**



Europe Summer 2023 Trip

2



Who went to Europe??

- Emma Engebretson
- Julia Germain
- Gregory Goddard
- Callie Hefstad
- Jacob Bergman
- Evelyn Bot
- Maisie Carlson
- Paige Descarpentrie
- Gabriel Fink
- Jeremy Fink
- Declan Gaines
- Alan Gardner
- Alexis Gray
- Alexandra Hoag
- Jayce Knudson
- Charlie Lamar
- Julia Lorenzen
- Oscar Marsten
- Jacob Martenson
- Catherine Miller
- Faye Miller
- Nancy Nyagaka
- Sarah Peterson
- Lynea Sallet-Smith
- Ray Turner
- Ruby Viot
- Taylor Voigt
- Anna Williams

Meet the Chaperone Team



Greg Goddard, Callie Hefstad, Emma Engebretson, Julia Germain

Where did we go?

01

U.K.

03

Italy

02

France



*I liked the london eye
and seeing big ben
and the bridge. Those
were my favorites
because they were so
unreal in person.*

London, England

Highlights:

- Walking tour of London with visits to Buckingham Palace, Big Ben, and Parliament Square
- Panoramic views of the city from the London Eye
- Tour of the historic Tower of London



Dinner first night
@Cafe Rouge



London Eye



Buckingham Palace

That night with the riverboat on the Seine and then staying out with the sparkling Eiffel Tower was a once in a lifetime experience.

Paris, France

Highlights:

- Guided tour of Paris with visits to the Eiffel Tower, Champs-Élysées, and the Louvre
- Day trip to the Palace of Versailles
- Nighttime Seine River Cruise



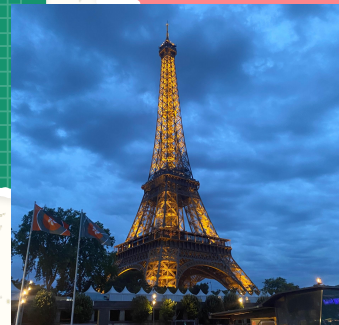
Crepés at midnight



Group 0.5x with tour guide María



Celebrating Ray's birthday at Versailles



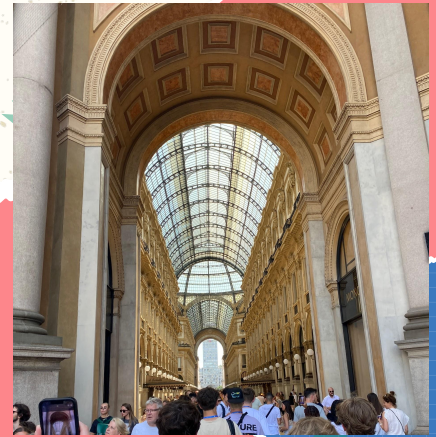
Milan, Italy

Highlights:

- Food walking tour of Milan featuring fresh mozzarella, panzerotti, and pastries
- Free time in Milan!



Enjoying panini



Galleria

8



Group selfie



Eating Milanese
Panzerotti

my favorite city of the trip was florence. in all of italy being able to see all the history and connecting it back it class was amazing

Florence, Italy

Highlights:

- Walking tour of Florence with visits to Piazza della Signoria, Ponte Vecchio, and Piazza del Duomo
- Authentic Italian leather demonstration



Authentic Italian leather tour



Best gelato (+ affogato) of the trip



Ponte vecchio



Our time in Orvieto was so much fun because it was our first non-touristy Europe – it was nice that we got to experience that on our own in groups.

Orvieto, Italy

Highlights:

- Day trip to the small mountain town Orvieto
- Free time in Tuscany!
- Added in during the trip!



10



Rome, Italy

Highlights:

- Guided tour of Vatican City with visits to the Sistine Chapel and St. Peter's Basilica
- Tour of the Colosseum and Roman Forum
- Taste of Italy cooking class - Tiramisu



Colosseum



St. Peter's Basilica



Bus Travel



Drinking Fountain

I thought it was such a fun trip! Especially because I have some of my best friends with me, but also I made so many new friends and just getting to explore new and amazing cities was such an amazing thing we got to do.

Well obviously it was a once in a lifetime trip. Completely unforgettable and the highlight of my summer/year. I will take this trip w me forever along with the memories and friends I have made.

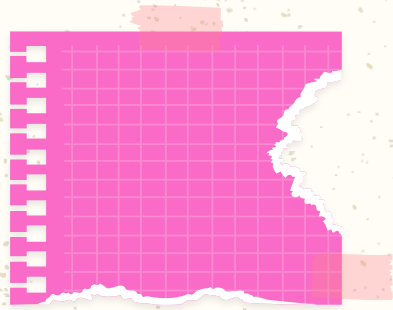
I got close with a lot of other students that I hadn't known very well before and got to see almost everything on my travel bucketlist



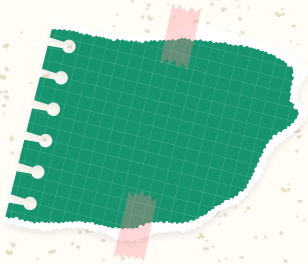
Learnings and Takeaways



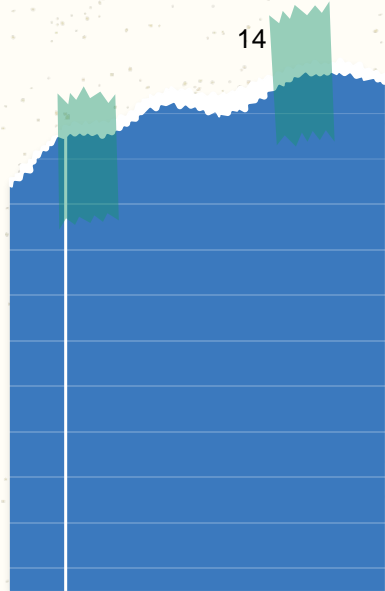
Questions?



Where to



Next?







Japan!

June 2024

Tokyo, Osaka,
Kyoto





We are asking for...

This year, we are asking for your continued approval of the 10th grade summer trip. Approving this trip will allow students to learn and grow in a unique, fun way that will benefit them for the rest of their lives.

Overview

01

Why Japan?

Why not?

02

Interest

Family Interest Meeting

03

Prayers

You can describe the topic of the section here

04

Celebration

You can describe the topic of the section here

Why?

“St. Louis Park Public Schools sees, inspires, and empowers each learner to live their brilliance in an environment that centers student voice and experience to create racially equitable learning that energizes and enhances the spirit of our community.”

- Student-led trip
- Open to all 10th graders
- Experiential learning
- Real life connections to our learning
- Broaden the 10th grade trip to possibilities outside of Europe

Family Interest Meeting (9/28)

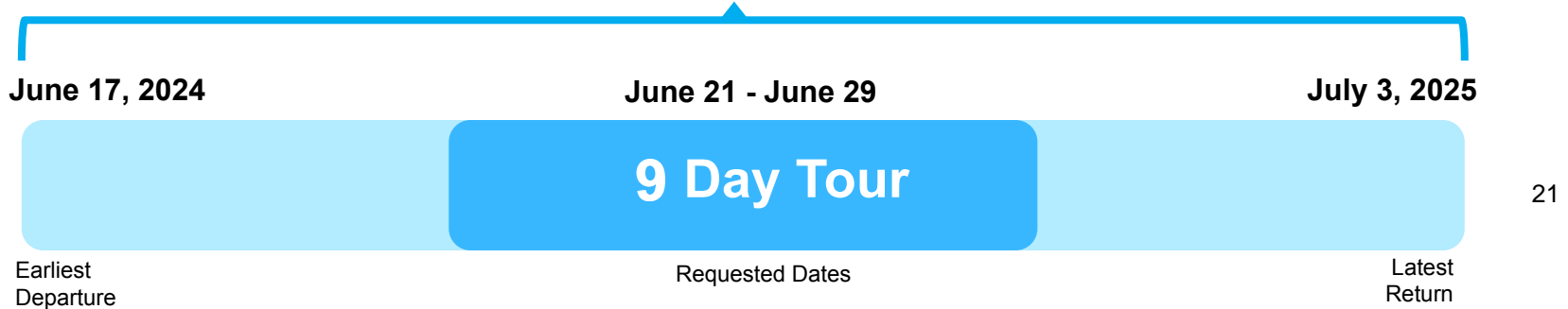
20 sign ups were our
target goal

80 families attended

27 families signed up

Our Travel Dates

****Block off your calendars from the earliest departure to the latest return****



Our flexibility with these dates will help EF create the best on-the-ground experience for us

We will receive our confirmed dates 2-3 months before tour

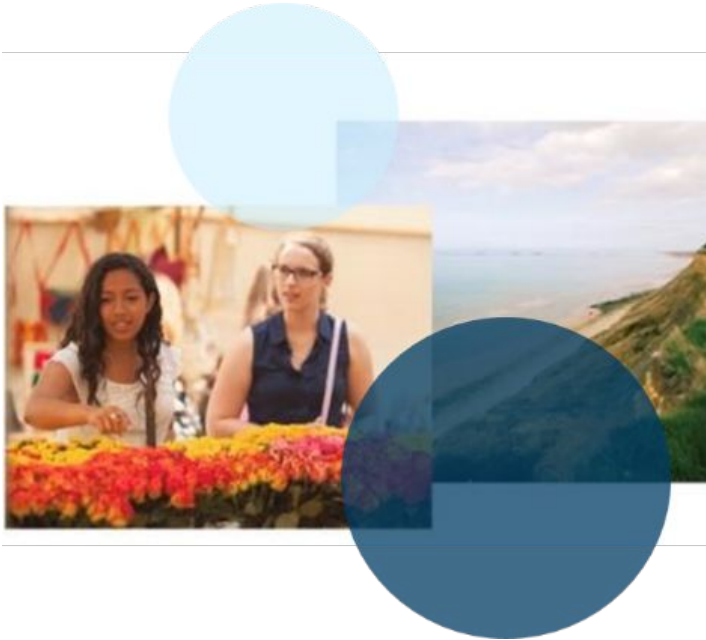
Our group could be combined with another school, requesting similar dates and destinations, which will be a great opportunity to meet students from another part of the country



Why we partner with EF...

EF Educational Tours

Our educational travel and safety partner



- Over 55 years of experience
- Staff on the ground 365 days a year in over 50 countries including an office in Tokyo, Japan
- World leader in international education
- Accredited, just like our school

What's included in our itinerary



Round-trip airfare on major airline carriers



Hotel stays at quality, clean accommodations



Regional-style meals for breakfast and dinner



Tour Director who will be with us 24/7



Transportation on tour, including a comfortable motorcoach bus



Expert local guides providing cultural insight



Guided sightseeing of all our destination has to offer



Entrances to landmarks & attractions

Our safety partner



Local support and insight worldwide



EF's Safety and Incident Response Team



Rigorous health standards

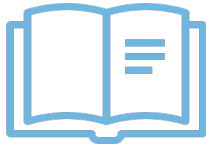


24/7 Tour Director and chaperone team support



Our education partner

The best way to help students gain new perspectives and build skills for the future is through experiential learning



EF's Personalized Learning Guide

Students can earn 0.5 high school credits (included) by using this guide. This guide puts a more personal lens on their tour by tapping into their own interests and passions.



College Credit

Students can earn 3 college credits by taking a 16-week, tuition-based, course related to their tour experience post-tour.



College essay help

EF's college essay guide helps students use their tour as inspiration for a personal essay that admissions officers can't resist.

26

Come home changed

EF's learning outcomes continue to impact students for the rest of their lives



Growth Mindset

Students will learn to embrace new challenges



Global Perspective

Students will expand their world view



Personal Development

Students will discover more about themselves



Action & Impact

Students will gain necessary skills to make an impact

27

Learn more at eftours.com/education

Our support partner



Travel Team

My Travel Team helps me, your Group Leader, every step of the way from planning our tour all the way until we depart for our tour



Tour Director

Our Tour Director is our 24/7, bilingual guide who will be leading our tour, handling all of the logistics, and exposing us to local history and culture



Traveler Support Team

This team works with all of you, parents and students, to answer any possible questions from payments to dietary needs and more, including all the what-ifs and how-tos

SAVE THEIR NUMBER: 800-665-5364

Group Leader

That's me! I'll be here to support all of you as well, along with my chaperone team

Book with confidence

For our group:

Peace of Mind Program

This program provides our group with flexibility to change our trip during uncertain times and for unforeseen circumstances.

**We will provide more information about all these benefits after this info session.*

For each traveler:

Global Travel Protection (included)

Included for all travelers, this plan provides coverage for baggage and property, trip cancellation and interruption, and more.

Global Travel Protection Plus (+\$540)

Available to all travelers upon enrollment, this plan has all of the benefits above and **allows for cancellation for any reason up to 24 hours prior to departure.**

Risk-free enrollment period

Travelers who enroll by September 30, 2023 can cancel for any reason up to 14 days after enrollment for a full refund of 100% of the money paid to EF.

Everything we get



Itinerary & logistics

- ✓ Everything we talked about getting on tour!



Payments & protection

- ✓ Flexible payment options
- ✓ Personal Tour Fundraising Page
- ✓ Global Travel Protection Plan included



Safety & support

- ✓ Personal traveler account online
- ✓ Traveler Support Team
- ✓ 24/7 Safety & Incident Response Team
- ✓ Peace of Mind Program



Personalized learning

- ✓ Project-based learning guide
- ✓ High school and college credit options available
- ✓ College essay help



Making it happen

Flexible payment options

**\$100 discount &
Risk-free enrollment**
If you enroll by September 30, 2023

\$321

**BI-WEEKL
Y**

(includes \$95 Enrollment Fee)

\$642

MONTHLY

(includes \$95 Enrollment Fee)

\$5,229

IN FULL

\$5,819
for adults

\$5,129

WITH DISCOUNT

\$5,719
for adults

31


**Manual payment options available: pay in larger, less frequent installments for a small fee
(Manual payment options are not valid for the risk-free enrollment period)*

Fundraising Options


- Friday Flowers
- Trivia Night
- Grocery Bagging
- Snapraise
- Grants
- Shovel driveways
- So much more!

Fundraising Timeline





We are asking for...



This year, we are asking for your continued approval of the 10th grade summer trip. Approving this trip will allow students to learn and grow in a unique, fun way that will benefit them for the rest of their lives.



Questions?

Thanks for listening!





Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 2022~~15~~

410 FAMILY AND MEDICAL LEAVE POLICY

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

37

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Covered active duty" means:

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

B. "Covered servicemember" means:

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

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the

period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

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

deployment;

7. to attend post-deployment activities related to a covered military member;
8. to address ~~parental~~ care needs of a covered military member's parent who is incapable of self-care; and
9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

39

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

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave under Federal Law
1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
 2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

[Note: An employer is permitted to choose any one of the following methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date; (c) the 12-month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans

Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

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

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

11. The school district may require that a request for leave under Paragraph 42 IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the ~~employerschool district~~. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This

leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employerschool district so that the total leave does not exceed 12 weeks, unless agreed to by the employerschool district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employerschool district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent⁴⁵ in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

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

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
 - B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
 - C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
- 4D. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this

policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

45

- A. ~~This policy~~A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint—shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

Cross References: MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave — ~~Family and Medical Leave Act Summary~~)

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. 2022~~19~~

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

47

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 Minnesota Statutes chapter 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 ~~which~~that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) Child Protection~~and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment)~~, includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being ~~neglected or physically or sexually abused~~maltreated, or has been ~~neglected or physically or sexually abused~~maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the

child's culture.

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

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

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

GF. "Nonmaltreatment mistake" ~~means~~occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota 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 Minnesota Rules chapter 9503.

H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school 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.

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

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

Actions ~~which-that~~ are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~which-that~~ result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section ~~Minn. Stat. §~~ 609.02, subdivision ~~Subd.~~ 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~which-that~~ were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 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 Minnesota Statutes section 121A.58.

JH. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this

section that describes ~~neglect or physical or sexual abuse~~maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, ~~neglect or abuse~~, if known.

- KI. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- LJ. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section Minn. Stat. § 609.341, subdivision Subd. 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section Minn. Stat. § 609.341, subdivision Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~which that~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~which that~~ requires registration under Minnesota Statutes section 243.166, subdivision Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.
- K. ~~"Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.~~
- L. ~~"Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school 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.~~
- 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. 51
- B. ~~If the immediate report has been made orally,~~ An oral report shall be made immediately, by telephone or otherwise, ~~the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating maltreatment the report. Any The written report shall be of sufficient content to identify the child, any person believed to be responsible for the abuse or neglect maltreatment of the child if the person is known, the nature and extent of the abuse or neglect maltreatment, and the name and address of the reporter.~~
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- ~~G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.~~
- ~~G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. ~~and the reckless- Knowingly or recklessly making of a false report also may result in discipline. The court may also award attorney's fees.~~

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

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment ~~neglect or physical or sexual abuse rests rests~~ with the appropriate state, county, ~~state~~, or local agency or agencies. The agency responsible for assessing or investigating reports of ~~child~~ maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged ~~perpetrator~~ offender, and any other person with knowledge of the ~~abuse or neglect~~ maltreatment for the purpose of gathering ~~the~~ facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or a school 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 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 an interview on school property.
- C. Except where the alleged ~~perpetrator~~ offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged ~~perpetrator~~ offender 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, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
~~Minn. Stat. § 626.556 et seq. (Reporting of Maltreatment of Minors)~~
~~Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)~~
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. 2015~~22~~

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

55

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.

56

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.

F. "Mandated Reporters" 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.~~

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.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the

vulnerable adult. Neglect does not include actions specifically excluded by ~~Minn. Stat.~~
§Minnesota Statutes section 626.5572, Subd. 17.

- J. "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.
- K. "Vulnerable ~~A~~adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under ~~Minn. Stat.~~
~~Ch. Minnesota Statutes chapter~~ 245A, except as excluded under ~~Minn. Stat.~~
§Minnesota Statutes section 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 ~~adequately~~ provide adequately for the person's individual'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.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under ~~Minn. Stat.~~ §Minnesota Statutes section 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

58

- A. This policy ~~shall~~should appear in school personnel handbooks ~~where~~as appropriate.
- B. The school district will develop a method of discussing this policy with employees ~~where~~as appropriate.
- C. This policy ~~shall~~should 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. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 ~~34~~ (~~Crimes Against Vulnerable Persons~~Adults; Definitions) ~~Crimes Against the Person~~
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE: 808 DATE OF ADOPTION 09/14/20
REVISED: 02/08/21; 05/10/21; 08/10/21;
03/02/22; 04/26/22
TITLE COVID-19 Face Covering

I. PURPOSE

The purpose of this policy is to establish requirements for employees, students, and other persons (including visitors, guests, contractors, etc.) present on school property to wear face coverings in classrooms, child care settings and other indoor areas, when 5% or more of the students and/or staff who attend or work at an St. Louis Park Public School or other facility test positive for COVID-19 in order to minimize exposure to COVID-19.

II. GENERAL OF STATEMENT OF POLICY

- A. Face coverings are meant to protect other people in case the wearer does not know they are infected.
- B. Unless an exception described in Part IV below applies, all students, staff, and other people present indoors in school buildings and district offices or riding on school transportation vehicles are required to wear a face covering when 5% or more of the students and/or staff who attend or work at a St. Louis Park Public School or other facility test positive for COVID-19.
- C. A violation of this policy occurs when any student, staff, or other person present in a school building, in the school district office, or on a school transportation vehicle fails to wear a face covering when 5% or more of the students and/or staff who attend or work at an St. Louis Park Public School or other facility test positive for COVID-19, unless an enumerated exception applies.
- D. Universal face covering requirements will be implemented for all staff, students and other people present indoors in school buildings and district offices or riding on school transportation vehicles when community levels of COVID-19 are high.

III. DEFINITION OF FACE COVERING

- A. A face covering must be worn to cover the nose and mouth completely, should not be overly tight or restrictive, and should feel comfortable to wear. Face coverings should not be shared and should only be utilized by one individual. The following are included in the definition of face covering:

1. Paper or disposable mask;
2. Cloth face mask;
3. Scarf;
4. Neck gaiter;
5. Bandana;
6. Religious face covering;
7. Medical-grade masks and respirators;
8. Transparent face mask

This policy recommends the use of a multi-layered cloth mask as the preferred option, as this has been recommended by the Center for Disease Control (CDC), as the best method for preventing the spread of COVID-19. Bandanas and neck gaiters are generally not recommended by the CDC, but are not expressly prohibited, thus all face coverings listed above are acceptable. Any face coverings that are made of only one layer of cloth material are recommended to be worn folded over to provide two layers of cloth.

- B. A face shield is a clear plastic barrier that covers the face and allows visibility of facial expressions and lip movements for speech perception. A face shield should extend below the chin anteriorly, to the ears laterally, and there should be no exposed gap between the forehead and the shield's headpiece. A face shield does not meet the definition of a face covering and is not to be used in place of a face covering.
- C. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

IV. EXCEPTIONS AND ALTERNATIVES; TEMPORARY REMOVAL OF FACE COVERING

- A. Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance.
- B. A face shield may be used as an alternative to a face covering in the following situations:
 1. Individuals who cannot tolerate a face covering due to a documented medical condition or documented disability related condition may be

permitted to utilize alternative options such as a face shield or other reasonable accommodation.

2. If a transparent face mask is not available, a teacher of any grade level may wear a face shield when wearing a face covering may impede the educational process.
 3. If a transparent face mask is not available, staff providing direct support student services may wear a face shield instead of a face covering when a face covering would impede the service being provided.
- C. Staff, students, and other people present in school buildings or in district offices may temporarily remove their face covering or face shield in the following situations:
1. When engaging in classes or activities conducted outdoors, though people participating in these activities should maintain six feet of distance to the extent possible. Staff are encouraged to consider outdoor breaks to support successful mask usage during indoor learning time.
 2. During specific activities that the Minnesota State High School League has identified as exceptions to mask/face covering requirements;
 3. While receiving a service, including nursing, medical, or personal care services, that cannot be performed or is difficult to perform when the individual receiving the service is wearing a face covering;
 4. During indoor practices or performances involving singing, acting, public speaking, or playing musical instruments where a face covering cannot be used while playing the instrument, though people participating in these activities should maintain six feet of distance and utilize functional personal protective equipment to the extent possible;
 5. When required by school staff for the purposes of identification;
 6. Staff working alone in their offices, classrooms, vehicles, or job locations that have no person-to-person interaction;
 7. Staff working in communal spaces that have barriers such as Plexiglass or cubicle walls between employees that are above face level, provided that six feet of distance is maintained; or

8. When communicating with a person who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with a face covering difficult.

V. IMPLEMENTATION

- A. This policy will be conspicuously posted in each school building and administrative office and communicated to students, staff, families, and potential visitors to the school building.
- B. The school district will provide face coverings to employees and students. Employees and students may choose to wear their own face covering as long as it covers the nose and mouth. To the extent practicable, the school district will maintain an extra supply of face coverings for people who forget to bring their face covering.
- C. The school district will teach and reinforce the use of face coverings for students and staff throughout the school day, including on transportation vehicles, inside school buildings, and generally when on school grounds.
- D. Individuals who cannot tolerate a face covering due to a medical condition or disability related condition may be permitted to utilize alternative options such as a face shield or other reasonable accommodation. The Superintendent or designee shall have discretion to determine whether an employee, parent, or community member qualifies for a reasonable accommodation and the accommodation to be provided. For a student with a medical condition or disability, the student's education team (i.e. IEP team, Section 504 team, health plan team) will determine whether the student qualifies for a reasonable accommodation and the accommodation to be provided. As a condition to granting a reasonable accommodation, the school district may require an individual to provide a physician's note and/or other relevant information or with respect to the condition or circumstance. Requests for reasonable accommodations from the face covering requirement shall be assessed on a case-by-case basis in accordance with applicable federal and state law.
- E. All face coverings shall meet the requirements of applicable dress code policies and/or codes of conduct.
 1. Face coverings promoting products or activities that are illegal for use by minors are not acceptable.
 2. Face coverings with any of the following will not be tolerated: Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or

otherwise derogatory to a protected group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in School Board Policy 102 pertaining to “Racial, Religious and Sexual Harassment and Violence.”

3. It is not the intention of this policy to infringe on the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, do not advocate violence or harassment against others or do not create a substantial disruption of the learning environment.

F. Face coverings should be worn in the following environments and conditions:

1. Staff and students who tested positive for COVID-19 and who have completed five-day isolation period followed by a negative test who would be required to mask for days 6-10 following their initial positive COVID-19 test;
2. Staff in health services offices who provide direct services to students; and
3. Students who are demonstrating symptoms of COVID-19 or who are being sent home for other health-related reasons and are waiting to return home.

G. The school district will make available distance learning to all enrolled students as an option.

H. Students and staff should not engage in any indoor physical activity where the level of exertion makes wearing a face covering difficult.

VI. ENFORCEMENT; CONSEQUENCES FOR NON-COMPLIANCE

- A. In order to promote the health and safety of employees, students and members of the community, and make available a safe environment that is conducive to learning, compliance with this policy is necessary.
- B. Employees who fail or refuse to comply with this policy may be subject to discipline, as appropriate, up to and including the termination of employment. Accommodation will be made for employees with specific health conditions that prevent them from wearing face coverings.
- C. Students who fail or refuse to comply with this policy will engage in restorative practices to re-engage into their learning communities and/or may be subject to

discipline in accordance with Policy 506 Student Behavior Intervention. Accommodation will be made for students with specific health or special education concerns that prevent them from wearing face coverings.

Cross References: St. Louis Park Public Schools Policy 506 Student Behavior Intervention
St. Louis Park Public Schools Policy 807 Health and Safety



65

Aquila Building Capacity

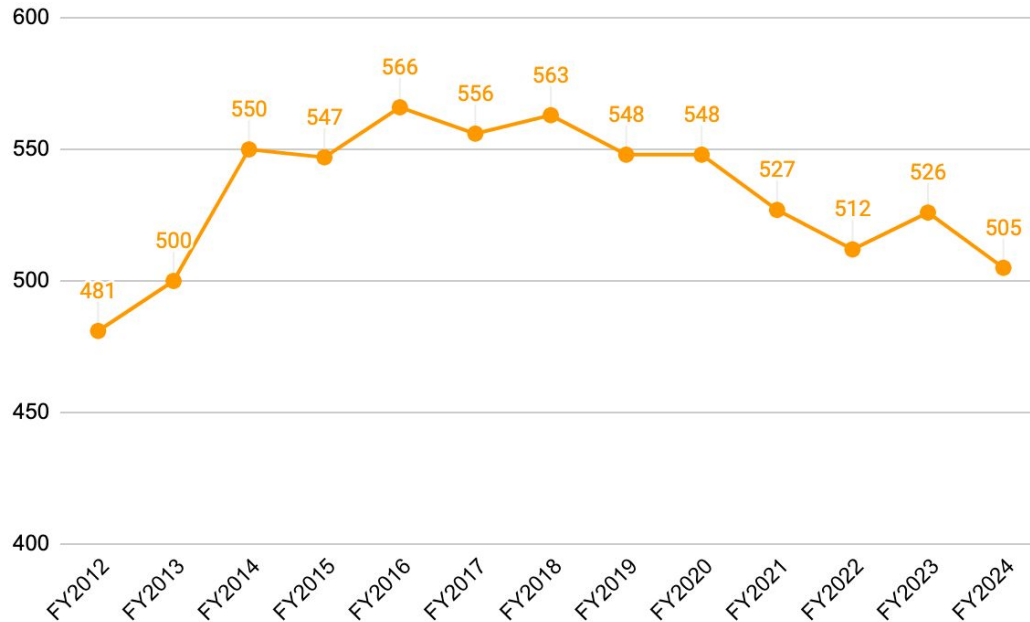
October 10, 2023 School Board Meeting

Outcome

School board members will understand plans for continued Aquila building capacity mitigation strategies.

Background

Aquila boundary area student population



Aquila's enrollment coupled with increased programming needs have created constraints with the existing building capacity.

68



Determining building capacity

Capacity Classroom Count

Each elementary floorplan was studied to determine spaces that could be assigned as rooms for K-5 regular instruction. This means that the space is of sufficient size (900 sf) and is not a specialty classroom constructed for a specific purpose (i.e. art rooms with sinks, music rooms with acoustic panels).

Reserved Classrooms

Next, we identified classrooms needed to support specific student and curricular needs (i.e. talent development, music, special education). In some cases, spaces that would not qualify as a capacity classroom are available for these purposes.

Example: a school may have a space that is smaller than 900 square feet that can be used to serve multilingual (ML) students. Where these specialized spaces are not present, capacity classrooms must be reserved for these student and curricular needs.

Ideal Number of K-5 Sections

The remaining **capacity classrooms** are available to be used for K-5 regular instruction.

Ideal Student Capacity

An average class size (25) is multiplied by the Ideal Number of K-5 Sections to approximate an ideal student capacity for each school. In other words, the number of students assigned to a school that would allow sufficient spaces for regular K-5 instruction as well as specific student and curricular needs.

Current estimated building capacity

	Aquila	Peter Hobart	Susan Lindgren	Park Spanish
Total Classroom Count	30	30	27	30
Talent Development	2	2	2	2
Kids Place	1	1	1	1
DAPE	1	1	1	1
Instrumental Music	1	1	1	1
Music (special)	1	1	1	1
Multi Lingual Learners	1	1	0	1
DCD/SEL/EBD	3	1	0	1
SPED Resource	1	0	0	1
Flex	0	0	0	0
Ideal # K-5 Sections	19	22	21	21
Current Sections	24	21	19	21
Available Classrooms	-5	1	2	0
Average Class Size	23	23	23	23
Ideal Student Capacity	437	506	483	483
Current Enrollment	506	456	420	526
Current Available Capacity	-69	50	63	-43
	115.79%	90.12%	86.96%	108.90%
Building Square Footage	67,405	73,076	77,896	79,589
SF per Total Classroom Count	2,247	2,436	2,885	2,653

Findings

- Aquila elementary would need an additional **5 classrooms** to meet current student enrollment and programmatic needs.
- Based on current student enrollment and programmatic needs, the capacity of all elementary schools is reaching 90%+.

70



Enrollment

As a part of this process we study enrollment data at all elementary schools to understand the historical pattern of enrollment at each site. We also study patterns of student enrollment at each site in the area of Special Education as specialized programming in this area has implications for needs at sites.

Class Size Target					
K	1	2	3	4	5
23	23	24	26	28	29

FY2024 Current Class Size						
School	K	1	2	3	4	5
Aquila	20.75	18.75	23.00	18.75	23.25	21.75
Peter Hobart	20.25	17.33	22.67	22.33	24.00	21.75
Susan Lindgren	24.00	22.67	22.50	19.67	23.33	20.33
Park Immersion	22.75	22.75	23.50	27.67	27.33	28.33



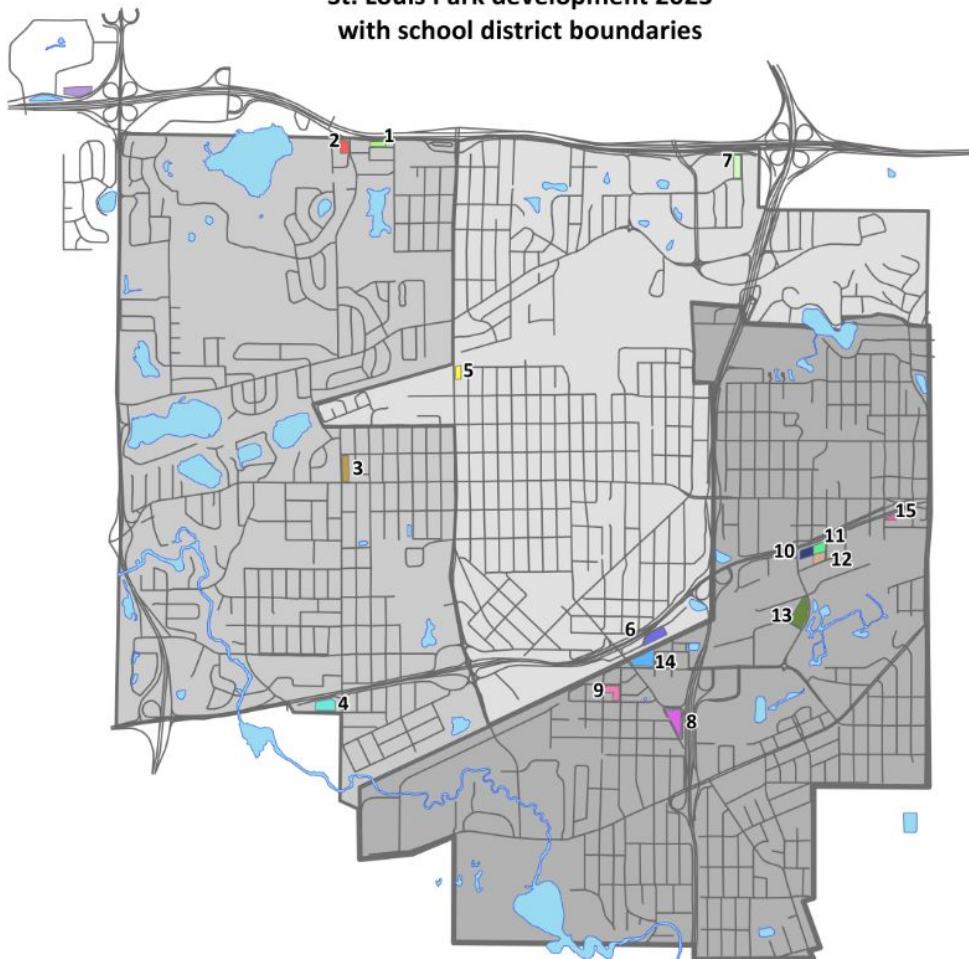
Development

As a part of this process we work with the City of St. Louis Park to understand and plan for development that has occurred and will be occurring across the district.



72

St. Louis Park development 2023 with school district boundaries



Aquila

- 1** Arlington Row East: 27 units
- 2** Arlington Row West: 34 units
- 3** Volo at Texa-Tonka: 112 units
- 4** Rise on 7: 120 units

Peter Hobart

- 5** 2625 Louisiana Avenue: 57 units
- 6** Via Sol: 217 units
- 7** Caraway: 207 units

Susan Lindgren

- 8** Arbor House: 114 units
- 9** Union Park Flats: 60 units
- 10** Beltline Building 1: 152 units
- 11** Beltline Building 2: 82 units
- 12** Beltline Building 3: 146 units
- 13** Corsa: 250 units
- 14** OlyHi: 315 units
- 15** Parkway Plaza: 100 units



Goal of Capacity Planning

Balance enrollment with the capacity of the school while considering:

- Academic needs (i.e. multilingual, special education)
- Socioeconomic Status (free/reduced lunch percentage of students)
- Cost implications (i.e. transportation, support for students, programming)
- Anticipate future neighborhood growth

74



Spring 2023 Information/ Listening Sessions

What we heard spring 2023...

The majority of parents/caregivers who participated in the information/listening sessions:

- love the Aquila school community and do not want to change schools;
- recommended District administration consider other mitigation strategies (instead of making boundary changes);
- recommended taking action that leads to sustained building capacity relief and does not create capacity issues at other sites; and
- recommended that if changes are made that we implement strategies that allow for a successful transition.
- shared their belief in the long term success and growth of the district and that PH and SL will revive and we may need to keep changing boundaries. New, more nimble, strategies need to be implemented.



The background image shows the exterior of Aquila Elementary School, a brick building with large windows. A sign above the entrance reads "AQUILA ELEMENTARY SCHOOL". A banner on the right side of the building says "Welcome AQUILA ELEMENTARY SCHOOL". A small sign near the bottom right corner of the building reads "SAFE SCHOOL ZONE". The text "77" is visible in the upper right corner of the image.

Fall 2023 Recommended Aquila Capacity Mitigation Strategies

Assign Rise on 7 development to the Susan Lindgren attendance area

- ✓ The school board took action, at its June 27, 2023 meeting to specifically assign all addresses contained within Rise on 7 to Susan Lindgren as of July 1, 2023.
- ✓ This assignment should be reviewed at least annually to determine whether it should continue.

78



Close Open Enrollment

- ✓ Aquila Elementary School remains closed to open enrollment students.
- ✓ Students are not allowed to remain open enrolled after the school year in which they move out of the attendance area.
- ✓ Exceptions for siblings or students of staff members not allowed under open enrollment.

Note: *Open enrolled students, including students of staff members, who live outside of the Aquila attendance area who were enrolled as of 6/30/2023 were allowed to remain enrolled at Aquila.*



Maintain Current Sections and Class Size Targets

- ✓ In the event that the enrollment for the fall of 2023 exceeds the capacity (as determined by current sections and class size target), to assign new resident students to either Susan Lindgren or Peter Hobart.
- ✓ These students will be provided transportation to the enrolling school.

Class Size (as of October 5, 2023)						
Grade	K	1	2	3	4	5
Target	23	23	24	26	28	29
Actual	21	19	23	19	24	22

80

Sections (as of October 5, 2023)						
Grade	K	1	2	3	4	5
Target	4	4	4	4	4	4
Actual	4	4	4	4	4	4



Allow voluntary transfers

- ✓ As of July 1, 2023, families were allowed to voluntarily transfer to Peter Hobart and Susan Lindgren.
- ✓ Transportation provided
- ✓ Students enrolled in Kids Place child care will maintain their child care enrollment at their new school

As of October 5, 2023:

- 5 students have voluntarily transferred from the Aquila boundary area to Susan Lindgren

81



Study potential facilities addition

Next steps in study of facility addition:

- Consider potential funding sources
 - Remaining fall 2022 bond funds
 - Lease purchase
- Hire Knutson Construction and Cunningham Group to create a project budget and timeline to include stakeholder input



82

Questions

AQUILA ELEMENTARY SCHOOL

Welcome
AQUILA ELEMENTARY
SCHOOL

SAFE
SCHOOL
ZONE

CONSTRUCTION UPDATE

84



Completed Athletic Field



85

High School Storm Shelter Area



High School Cafeteria Addition



High School Cafeteria Underground MEP



High School Media Center Break Out Rooms



Middle School Fitness Room



Middle School Plumbing Rough-ins



91

Middle School Girls Locker Office



Active Project Status Dashboard

Project View



Project Webcams



Multivista Link



Plan Grid Link



\$136.07M

Project Budget - Referendum



\$118.29M

Project Budget - Trend



17.78M

Sum of Delta



\$5.73M

FF&E (Total)



\$2.76M

Contingency (Total)



\$3.57M

Technology (Total)

Project Budget Overview

Name	Budget/Trend	Included In Budget/Trend			Notes
		Sum of FFE	Sum of Contingency	Sum of Technology	
2350002 HS Track Field Additions/Remodel	\$42,544,486	\$1,920,000	\$1,176,831	\$728,241	Kitchen, Classrooms, Common Areas, Storm Shelter and Track & Field Replacement
2350004 HS Classroom Reno Phase 1	\$3,653,389	\$960,000	\$105,265	\$222,000	Classroom Renovations
2350005 MS Locker Room	\$6,333,835	\$835,000	\$65,945	\$0	Locker Room Renovations
2350006 Central Gym Locker Rooms	\$7,000,000	\$750,000	\$260,000		Gym / Locker Room Renovations
2350007 HS Classroom Reno Phase 2	\$5,250,000		\$0		Classroom Renovations
2350008 HS Music and Band Reno	\$3,683,611	\$560,000	\$350,000		Music and Orchestra Rooms Remodel Maintenance
2350009 Data Center Maint. Building	\$12,903,698	\$650,000	\$797,719	\$2,620,500	Includes New Data Center Building
2350010 Lenox Community Center	\$1,000,000	\$57,500	\$0		
2350011 HS Stadium Shelter	\$3,000,000		\$0		Includes New Structure
Aquila Elementary School & Playground	\$800,000		\$0		
Ceneteral Playground Teaching Area	\$1,600,000		\$0		
Deferred Maintenance & Security	\$21,817,466		\$0		
District Office Relocation #2	\$7,100,000		\$0		
Park Spanish Immersion & Playground Area	\$1,600,000		\$0		
Total	\$118,286,485	\$5,732,500	\$2,755,760	\$3,570,741	

INDEPENDENT SCHOOL DISTRICT NO. 283

September 26, 2023, at 6:30 PM Regular Board Meeting MINUTES

The regular meeting of the School Board of Independent School District No. 283 of St. Louis Park, Hennepin County, Minnesota, convened at 6:30 p.m. on Tuesday, September 26, 2023, in the Central Community Center - District Office, 6300 Walker Street, Room 55, St. Louis Park, MN 55416. Present: Abdihakim Ibrahim, Colin Cox, Anne Casey, Virginia Mancini, Sarah Davis, and Acting Superintendent Tami Reynolds. Clerk Heather Wilsey was absent. Also present were members of the Superintendent's Cabinet.

CALL TO ORDER

Board Chair Anne Casey called the regular meeting to order at 6:30 p.m. at the Central Community Center - District Office.

LAND ACKNOWLEDGEMENT

Board Chair Casey recited the Land Acknowledgement "We are gathered on the land of the Dakota and Ojibwe peoples. I ask you to join me in acknowledging the Dakota and Ojibwe community, their elders, both past and present, as well as future generations. St. Louis Park Public Schools also acknowledges that it was founded upon exclusions and erasures of many Indigenous Peoples, including those on whose land this school district is located. This acknowledgment demonstrates a commitment to dismantling the ongoing legacies of colonial power and the district's desire to support the ongoing work of local Indigenous communities to thrive in our schools."

APPROVAL OF AGENDA

The regular board meeting agenda was presented for approval. *Motion by Morrison, seconded by Davis, to approve the meeting agenda. All in favor. Motion carried unanimously.*

OPEN FORUM

There were six open forum participants.

SUPERINTENDENT REPORT - None

DISCUSSION ITEMS

Patricia Magnuson, Director of Business Services, provided a review of the preliminary Pay 2024 tax levy for St. Louis Park Public Schools and information regarding budget data gathering.

Vice Chair Cox provided a summary of the Superintendent evaluation.

CONSENT AGENDA

At the recommendation of Board Chair Casey, *Motion by Ibrahim, seconded by Cox, to approve the Consent Agenda as presented. All in favor. Motion carried unanimously.*

ACTION AGENDA

At the recommendation of Board Chair Casey, *Motion by Davis, seconded by Mancini, to approve the Payable 2024 Levy as presented. All in favor. Motion carried unanimously.*

At the recommendation of Board Chair Casey, *Motion by Mancini, seconded by Davis, to approve the Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) requirement of annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system as presented. The person designated is Acting Superintendent Tami Reynolds. All in favor. Motion carried unanimously.*

COMMUNICATION AND TRANSMITTALS

ADJOURNMENT

Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 7:25 p.m.

Submitted by
Barb Mumm
Temporary Executive Assistant to the Board

Signed: Chair _____ Clerk _____
Date _____ Date _____

INDEPENDENT SCHOOL DISTRICT NO. 283

September 27, 2023 at 8:00 PM Special Board Meeting MINUTES

The special meeting of the School Board of Independent School District No. 283 of St. Louis Park, Hennepin County, Minnesota, convened at 8:00 PM on Wednesday, September 27, 2023, in the Central Community Center - District Office, 6300 Walker Street, Room 55, St. Louis Park, MN 55416. Present: Abdihakim Ibrahim, Colin Cox, Anne Casey, Virginia Mancini, Sarah Davis, Heather Wilsey and Acting Superintendent Tami Reynolds. Director Ken Morrison arrived late.

CALL TO ORDER

Board Chair Anne Casey called the special session meeting to order at 8:00 PM in the Central Community Center - District Office.

APPROVAL OF AGENDA

The special meeting agenda was presented for approval. *Motion by Cox, seconded by Ibrahim, to approve the meeting agenda. All in favor. Motion carried unanimously.*

INTERIM SUPERINTENDENT FINALIST INTERVIEW

At the recommendation of Board Chair Casey, to extend the offer of an employment contract to Dr. Kate Maguire as Interim Superintendent for the remaining 2023-2024 school year, as presented. *Motion by Davis, seconded by Mancini. All in favor. Motion carried unanimously.*

ADJOURNMENT

Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 10:19 PM.

The next regular meeting will be held on October 10, 2023, at 6:30 PM in the Central Community Center - District Office, Room 55.

Submitted by
Barb Mumm
Temporary Executive Assistant to the Board

Signed: Chair _____ Clerk _____

Date _____ Date _____

RE: Saint Louis Park Schools - High School Music Rooms Renovations - Bid Summary					
Package	Firm Name	Base Bid Amount	Alternate 1 Wall Tile	Alternate 2 Lobby B150	Total Bid Amount w/ Alternates
1A General Trades	Ebert	\$ 373,300.00	\$ -	\$ 10,600.00	\$ 383,900.00
8A Doors, Frames, & Hardware	Bredemus	\$ 134,128.00	\$ -	\$ -	\$ 134,128.00
9A Framing & Drywall	Mulcachy Nicklaus	\$ 53,765.00	\$ -	\$ -	\$ 53,765.00
9B Tile	Grazzini	\$ -	\$ 98,700.00	\$ 29,000.00	\$ 127,700.00
9C Resilient Flooring and Carpet	Grazzini	\$ 125,200.00	\$ -	\$ -	\$ 125,200.00
9D Acoustical Treatments	Acoustics Associates	\$ 151,925.00	\$ -	\$ -	\$ 151,925.00
9E Painting and Wallcoverings	Mulcachy Nicklaus	\$ 44,103.00	\$ (560.00)	\$ -	\$ 43,543.00
21A Fire Suppression	Viking Sprinkler	\$ 55,300.00	\$ -	\$ 2,750.00	\$ 58,050.00
22A Plumbing & HVAC	Davis Mechanical Systems	\$ 705,000.00	\$ -	\$ -	\$ 705,000.00
22B - AHU - Owner	Owner	\$ -			\$ -
26A Electrical	Design Electric	\$ 249,770.00	\$ -	\$ 4,300.00	\$ 254,070.00
SUBTOTAL:		\$ 1,892,491.00	\$ 98,140.00	\$ 46,650.00	\$ 2,037,281
Permits (estimate)	City of St. Louis Park				\$ 14,867
SAC/WAC Fees					
Special Inspection	Braun				\$ 7,400
Surveyor	TBD				\$ 3,300
Commissioning	IEA				\$ 26,400
Multi-Vista Project Doc	Projection				\$ 9,988
Contingency (per school budget)	SLP ISD				\$ 350,000
General Conditions	Knutson Construction				\$ 240,952
General Liability	Knutson Construction				\$ 16,141
CM Fee	Knutson Construction				\$ 33,829
Abatement- IEA	Projection				\$ 100,000
FF&E	Projection				\$ 560,000
Technology	Projection				\$ -
Design Fee - Music Rooms Renovations	JLG				\$ 276,100
Builder's Risk	SLP ISD				\$ 7,353
	Final Project Costs				\$ 3,683,611
	Referendum Budget				\$ 11,500,000
	Unallocated Costs				\$ 7,816,389

Briefing Date(s): October 10, 2023
Action Date(s): N/A
Department: Construction Services
Submitted by: Patricia Magnuson

TOPIC: Approval of Bids for the Saint Louis Park High School Music Rooms Renovations
BACKGROUND INFORMATION

On August 24, 2023, bid packages were posted for the construction services for Saint Louis Park High School Music Rooms Renovations. The 10 Trade Packages were to be competitive bid.

On September 20th, 2023, all the Trade Packages were opened and tabulated with the alternates for a total value of \$2,037,281.00.

Package	Firm Name	Bid Amount	Totals/ Alternates
1A - General Trades	Ebert	\$ 373,300	\$ 383,900
8A - Doors, Frames, Hardware	Bredemus	\$ 134,128	\$ 134,128
9A - Framing & Drywall	Mulcachy Nicklaus	\$ 53,765	\$ 53,765
9B - Tile	Grazzini	\$ 0	\$ 127,700
9C - Resilient Flooring & Carpet	Grazzini	\$ 125,200	\$ 125,200
9D - Acoustical Treatments	Acoustics Associates	\$ 151,925	\$ 151,925
9E - Painting	Mulcachy Nickolaus	\$ 44,103	\$ 43,543
21A - Fire Suppression	Viking Sprinkler	\$ 55,300	\$ 58,050
22A - Plumbing & HVAC	Davis Mechanical	\$ 705,000	\$ 705,000
26A - Electrical	Design Electric	\$ 249,770	\$ 254,070
<u>SUBTOTAL:</u>		\$ 1,892,491	\$ 2,037,281

There were two alternates that was included with this bid.

- Alternate #1 – Wall Tile
- Alternate #2 – Lobby B150

The subtotal with alternates of the 10 competitive trade packages is \$2,037,281.

The remaining costs are for the Construction Manager Agent (CMA) General Conditions \$319,048.

The total estimated cost of SLP High School Music Rooms Renovations is \$2,356,329 (not accounting for contingencies, fees, insurances, FF&E, etc...)

Recommendation

It is recommended that the School Board of Independent School District #283 approve the above bids with alternates in the amount of \$2,037,281, and Knutson General Conditions of \$319,048, for a total of \$2,356,329.

Resolution

BE IT RESOLVED that the School Board of Independent School District #283 does hereby award 10 competitive bid packages in the amount of \$2,037,281.

BE IT FURTHER RESOLVED that the School Board of Independent School District #283 does hereby approve the Knutson General Conditions for the sum of \$319,048 for a total cost of \$2,356,329.

Exhibit A – Total Budget

INTERIM SUPERINTENDENT CONTRACT

This Employment Agreement is made and entered into between the School Board of St. Louis Park Public Schools, Independent School District No. 283 (hereinafter referred to as "District") and Katherine Maguire (hereinafter referred to as "Employee").

WHEREAS, the District now offers the position of Interim Superintendent of the District to Employee commencing October 23, 2023, through June 30, 2024; and

WHEREAS, Employee agrees to accept and perform the duties of Interim Superintendent of the District;

NOW THEREFORE, as consideration for Employee's acceptance to serve as Interim Superintendent for the District the parties agree to the following terms and conditions of employment:

1. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota including but not limited to Minn. Stat. § 123B.143 subd. 1.
2. Effective date and duration: The Agreement will expire at the end of its term.
3. Compensation:
 - (a) Salary: Effective October 23, 2023, through June 30, 2024, Employee's annual compensation will be \$196,000 for the duty days within the duration of this agreement.
 - (b) Paid Leave, Insurance Benefits and other Terms of Employment:
 - i. Paid Leave
 - (a) Vacation: Employee shall receive Thirty (30) days of paid vacation for the duration of this agreement. The District encourages Employee to use vacation time. If employee chooses to use five or more consecutive vacation days during the school year, exclusive of scheduled breaks, the employee must receive the approval of the Board Chair. Employee has the option to be paid out for unused days at the end of the fiscal year at the rate of \$811 per day, if they complete the assignment as of June 30, 2024.
 - (b) Holidays: Employee shall be entitled to the eleven (11) paid holidays that fall within the duration of this agreement accordance with District policy for administrative employees. These holidays include: Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas Day, New Year's Day, the day before or after New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Spring Break Friday, Memorial Day and Juneteenth (June 19th). In the event it is necessary for the Director to be on duty during any designated holiday, the Director shall be granted another day in lieu thereof.
 - (c) Sick Leave: Employee shall be entitled to ten (10) sick days per year without loss of pay.
 - (d) Personal/Emergency Leave: Employee may be granted emergency/personal leave at the discretion of the Board Chair.

- (e) Medical/disability leave: If Employee is unable to perform their duties due to illness or disability and has exhausted all accumulated sick leave Employee shall be paid their regular salary until the expiration of the waiting period for District Long Term Disability Insurance. Employee may also be placed on, or granted, a medical/disability leave of absence without pay in accordance with State and Federal Law. The District may, in its discretion, extend such a leave upon written request.
- (f) Tax-Sheltered Annuities: Effective January 1, 2024 to June 30, 2024, the District shall contribute up to \$7,500.00 for the remainder of the fiscal year as a District match towards a SLP approved 403(b) plan. Immediate vesting shall apply.
- (g) Benefit Programs: Employee attests to having health insurance and other benefits through other sources. In lieu of the District's health, dental, life, auto allowance, the Employee waives these coverages and will receive the equivalent as part of the compensation specified in Section 3.a Salary of this agreement. The Employee will be covered by the District's Long Term Disability insurance plan..
- (h) Liability Insurance: The District shall provide at District expense liability insurance naming Employee as insured along with the District in an amount not less than that which is required by law for the District.
- (i) Claims Against the School District: The parties agree that the eligibility of any person for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is further understood that the District's only obligation is to purchase insurance policies and pay such amounts as agreed to in this Agreement and no claims shall be made against the District as a result of a denial of insurance benefits under policies by an insurance carrier.

ii. Other Terms:

- (a) Professional and Community Membership Expenses: The District shall pay the professional membership dues to professional educational organizations including, but not limited to AASA and MASA, Community Service Groups up to a maximum of two thousand dollars and zero cents (\$2,000.00) and/or as approved by the District. As part of the total compensation provided to Employee as set forth in paragraph 3a of this Agreement, Employee is expected to pay necessary business expenses to belong to appropriate professional, educational, and civic organizations where such membership will serve the best interests of the District.
4. Termination during the term of the Agreement: This contract may be terminated at any time by the parties by mutual consent. Employee's employment may also be terminated by the District during the term of this Agreement for cause defined in Minn. Stat. § 122A.40, subd. 9 or 13; except for purposes of the definition of cause, other provisions of Minn. Stat. § 122A.40 shall not be applicable. If the District proposes to terminate the Employee for cause during the term of this Agreement it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event the parties shall jointly petition the Bureau of Mediation Services for a list of seven (7) arbitrators. The arbitrators shall be selected by the parties through the normal striking processes provided by BMS rules. The arbitrator shall conduct a hearing

under normal arbitration procedural rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties subject to normal judicial review of arbitration decisions as provided by law. Employee may be suspended with pay pending final determination by the arbitrator. If the Employee fails to request a hearing as provided within the fifteen (15) calendar day period it shall be deemed acquiescence by the Employee to the District's proposed action and the proposed action shall become final on such date as determined by the District and the Employee shall have no further claim or recourse.

5. Duties and Responsibilities: Employee shall have charge of the administration of the schools under the direction of the District. Employee shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under Employee's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the District; shall select all personnel subject to the approval of the District; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the District, and in general perform all duties incident to the office of the Employee and such other duties as may be prescribed by the District from time to time. Employee shall abide by the policies, regulations, rules and procedures established by the District and the State of Minnesota. Employee shall have the right to attend all District meetings and all District and citizen committee meetings, serve as an ex officio member of all District committees and provide administrative recommendations on each item of business considered by each of these groups. Employee's duty year shall be for the remainder of the fiscal year October 23, 2023 – June 30, 2024, and Employee shall perform services on those legal holidays on which the District is authorized to conduct school if the District so determines. Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with District administrative policy. Employee also understands that they must maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations.
6. Miscellaneous:
 - (a) Conference and Meetings: The District shall pay valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies when attendance is required, directed, or permitted by the Board Chair. Employee shall attempt to advise the District of all meetings and conferences that Employee will be attending and shall periodically report to the District meetings and conferences attended. Employee shall file itemized expense statements to be processed and approved as provided by law and/or District policy.
 - (b) Outside Activities: While the Employee shall devote full time and due diligence to the affairs and the activities of the District, Employee may serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Superintendent. Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the District.
 - (c) Indemnification and provision of Counsel: In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment,

and the Employee is acting within the scope of employment or official duties, the District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the District shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466. The parties intend that Employee's compensation will comply with Minn. Stat. § 43A.17, subd. 9. To that end reconciliation with appropriate adjustment to salary will occur during each December. If it is at any time decided that Employee's compensation inadvertently exceeded that permitted by law or this Agreement, Employee will on demand promptly repay such excess. The parties' obligations under this paragraph survive expiration of this Agreement and termination of Employee's employment, indefinitely.

7. This Agreement constitutes the entire agreement and understanding between the parties.

This contract shall be effective only upon signatures of the Employee and the School Board officers of the District after authorization for such signatures by the officers as given by the District and appropriate action recorded in its minutes.

In witness whereof I have subscribed my signature
this 10th day of October, 2023.



Interim Superintendent

In witness whereof I have subscribed my signature
this 10th day of October, 2023.

Anne Casey, School Board Chair

Heather Wilsey, School Board Clerk