Walker-Hackensack-Akeley Independent School District #113
Total Special Education System

This document serves as the Total Special Education System (TSES) Plan for Walker-Hackensack-Akeley Independent School District (ISD) #113 in accordance with Minnesota Rule 3525.1100. This plan also includes an assurance for compliance with the federal requirements pertaining to districts' special education responsibilities found in United States Code, title 20, chapter 33, and Code of Federal Regulations, title 34, part 300. This document is a companion to the Application for Special Education Funds – Statement of Assurances (ED-01350-29).

Walker-Hackensack-Akeley ISD #113 is part of the PAWN Special Education which serves the following school districts: Park Rapids ISD #309, Walker-Hackensack-Akeley ISD #113, Nevis ISD #308, Pine Point ISD #25 and Up North Learning Center #6099. Special education within these districts work under the guiding mission and beliefs statements of PAWN Special Education (Appendix A). The PAWN Special Education director, Eva Pohl, is responsible for program development, coordination, evaluation, in-service training, and general special education supervision and administration. Director Eva Pohl may be reached at (218)237-6541.

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I. Child Study Procedures

The District's identification system is developed according to the requirement of nondiscrimination as Walker-Hackensack-Akeley ISD #113 does not discriminate in education on the basis of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, or disability.

A. Identification

Walker-Hackensack-Akeley ISD #113 has developed systems designed to identify pupils with disabilities beginning at birth, pupils with disabilities attending public and nonpublic schools, and pupils with disabilities who are of school age and are not attending any school.

Infant and toddler intervention services under United States Code, title 20, chapter 33, section 1431 et seq., and Code of Federal Regulations, title 34, part 303, are available in Walker-Hackensack-Akeley ISD #113 to children from birth through 2 years of age who meet the outlined criteria.

The team determines that a child from birth through the age of 2 years is eligible for infant and toddler intervention services if:

A. The child meets the criteria of one of the disability categories in United States Code, title 20, chapter 33, as defined in Minnesota Rules; or

B. The child meets one of the criteria for developmental delay in subitem (1), (2), or (3):

(1) The child has a diagnosed physical or mental condition or disorder that has a high probability of resulting in developmental delay regardless of whether the child has a demonstrated need or delay; or

(2) The child is experiencing a developmental delay that is demonstrated by a score of 1.5 standard deviations or more below the mean, as measured by the appropriate diagnostic measures and procedures, in one or more of the following areas:

(a) Cognitive development;

(b) Physical development, including vision and hearing;

(c) Communication development;

(d) Social or emotional development; and

(e) Adaptive development.

(3) The child's eligibility is established through the application of informed clinical opinion. Informed clinical opinion may be used as an independent basis to establish a child's eligibility under this part even when other instruments do not establish eligibility; however, in no event may informed clinical opinion be used to negate the results of evaluation instruments to establish eligibility.

The team shall determine that a child from the age of 3 years through the age of 6 years is eligible for special education when:

A. The child meets the criteria of one of the categorical disabilities in United States Code, title 20, chapter 33, as defined in Minnesota Rules; or

B. The child meets one of the criteria for developmental delay in subitem (1) and the criteria in subitem (2). Walker-Hackensack-Akeley ISD #113 has elected the option of implementing these criteria for developmental delay.

(1) The child:

(a) Has a diagnosed physical or mental condition or disorder that has a high probability or resulting in developmental delay; or

(b) Has a delay in each of two or more of the areas of cognitive development; physical development, including vision and hearing; communication development; social or emotional development; and adaptive development, that is verified by an evaluation using one or more technically adequate, norm-referenced instruments. The instruments must be individually administered by appropriately trained professionals and the scores must be at least 1.5 standard deviations below the mean in each area.

(2) The child's need for special education is supported by:

(a) At least one documented, systematic observation in the child's routine setting by an appropriate professional or, if observation in the daily routine setting is not possible, the alternative setting must be justified;

(b) A developmental history; and

(c) At least one other evaluation procedure in each area of identified delay that is conducted on a different day than the medical or norm-referenced evaluation; which may include criterion references instruments, language samples, or curriculum-based measures.

B. Plan for Receiving Referrals

Walker-Hackensack-Akeley ISD #113's plan for receiving referrals from parents, physicians, private and public programs, and health and human services agencies (Appendix C).

Birth thru age 2:

Referrals for children birth - 5 may be made by using the State Help Me Grow system at (866)693-3769 or the Help Me Grow website and by contacting the B-2 Teacher/Coordinator at (218)237-6547.

Children age 3 to Kindergarten:

The District receives referrals for children ages 3 to Kindergarten from a variety of sources. An Early Childhood Special Education (ECSE) teacher then calls the parent to set up a home visit. The ECSE teacher does a screening at the home visit to see if the child would benefit from a full assessment.

Referrals for this age come from family members, daycare facilities, early childhood family educators, the medical community, public health, other county offices, within the school or from the Help Me Grow website or by contacting the ECSE Teacher/Coordinator at (218)237-6547.

The team shall determine that a child from the age of three years through the age of six years is eligible for special education when:

A. the child meets the criteria of one of the categorical disabilities in United States Code, title 20,

chapter 33, sections 1400 et seq., as defined in Minnesota Rules; or

B. the child meets one of the criteria for developmental delay in subitem (1) and the criteria in subitem (2). Walker-Hackensack-Akeley ISD #113 has elected the option of implementing these criteria for developmental delay.

(1) The child:

(a) has a diagnosed physical or mental condition or disorder that has a high probability or resulting in developmental delay; or

(b) has a delay in each of two or more of the areas of cognitive development; physical development, including vision and hearing; communication development; social or emotional development; and adaptive development, that is verified by an evaluation using one or more technically adequate, norm-referenced instruments. The instruments must be individually administered by appropriately trained professionals and the scores must be at least 1.5 standard deviations below the mean in each area.

(2) The child's need for special education is supported by:

(a) at least one documented, systematic observation in the child's routine setting by an appropriate professional or, if observation in the daily routine setting is not possible, the alternative setting must be justified;

(b) a developmental history; and

(c) at least one other evaluation procedure in each area of identified delay that is conducted on a different day than the medical or norm-referenced evaluation; which may include criterion referenced instruments, language samples, or curriculum-based measures.

Children Kindergarten to age 22:

The District/building conducts weekly or bi-weekly student assistance team meetings. At these meetings, representatives from both special education and general education discuss students who are not making progress and have been referred to the team by their classroom teachers, their parents, or an outside agency. The team then determines a baseline and develops specific interventions that are implemented for 4 to 6 weeks. If the child does not make progress during the intervention, the intervention is reviewed and changed if needed. If progress is still not made after 6 weeks, a referral for special education services is made. Each building also conducts weekly or bi-weekly child study team meetings where initial referrals for special education services from the student assistance team, teachers, parents, and outside agencies are considered. In order to identify students who may have a disability and are in need of specialized services who do not attend public school, a letter is sent to all private/parochial schools within the District boundaries as well as parents of homeschooled students to assure that students with needs are properly identified.

C. Evaluation

Evaluation of the child and assessment of the child and family will be conducted in a manner consistent with Code of Federal Regulations, title 34, section 303.321.

A. *General.* (1) The lead agency must ensure that, subject to obtaining parental consent in accordance with § 303.420(a)(2), each child under the age of three who is referred for evaluation or early intervention services under this part and suspected of having a disability, receives:

(i) A timely, comprehensive, multidisciplinary evaluation of the child in accordance with paragraph (b) of this section unless eligibility is established under paragraph (A)(3)(i) of this section; and

(ii) If the child is determined eligible as an infant or toddler with a disability as defined in § 303.21;

(A) A multidisciplinary assessment of the unique strengths and needs of that infant or toddler and the identification of services appropriate to meet those needs;

(B) A family-directed assessment of the resources, priorities, and concerns of the family and the identification of the supports and services necessary to enhance the family's capacity to meet the developmental needs of that infant or toddler. The assessments of the child and family are described in paragraph (c) of this section and these assessments may occur simultaneously with the evaluation, provided that the requirements of paragraph (b) of this section are met.

(2) As used in this part:

(i) *Evaluation* means the procedures used by qualified personnel to determine a child's initial and continuing eligibility under this part, consistent with the definition of *infant or toddler with a disability* in § 303.21. An *initial evaluation* refers to the child's evaluation to determine his or h e r initial eligibility under this part;

(ii) *Assessment* means the ongoing procedures used by qualified personnel to identify the child's unique strengths and needs and the early intervention services appropriate to meet those needs throughout the period of the child's eligibility under this part and includes the assessment of the child, consistent with paragraph (c)(1) of this section and the assessment of the child's family, consistent with paragraph (c)(2) of this section; and

(iii) Initial *assessment* refers to the assessment of the child and the family assessment conducted prior to the child's first IFSP meeting.

(3)(i) A child's medical and other records may be used to establish eligibility (without conducting an evaluation of the child) under this part if those records indicate that the child's level of functioning in one or more of the developmental areas identified in § 303.21(a)(1) constitutes a developmental delay or that the child otherwise meets the criteria for an infant or toddler with a disability under §303.21. If the child's part C eligibility is established under this paragraph, the lead agency or EIS provider must conduct assessments of the child and family in accordance with paragraph (c) of this section.

(iii) Qualified personnel must use informed clinical opinion when conducting an evaluation and assessment of the child. In addition, the lead agency must ensure that informed clinical opinion may be used as an independent basis to establish a child's eligibility under this part even when other instruments do not establish eligibility; however, in no event may informed clinical opinion be used to negate the results of evaluation instruments used to establish eligibility under paragraph (b) of this section.

(4) All evaluations and assessments of the child and family must be conducted by qualified personnel, in a nondiscriminatory manner, and selected and administered so as not to be racially or culturally discriminatory.

(5) Unless clearly not feasible to do so, all evaluations and assessments of a child must be conducted in the native language of the child, in accordance with the definition of *native language* in § 303.25.

(6) Unless clearly not feasible to do so, family assessments must be conducted in the native language of the family members being assessed, in accordance with the definition of *native language* in § 303.25.

B. Procedures for evaluation of the child. In conducting an evaluation, no single procedure may be used as the sole criterion for determining a child's eligibility under this part. Procedures must include:

(1) Administering an evaluation instrument;

(2) Taking the child's history (including interviewing the parent);

(3) Identifying the child's level of functioning in each of the developmental areas in § 303.21(a)(1);

(4) Gathering information from other sources such as family members, other caregivers, medical providers, social workers, and educators, if necessary, to understand the full scope of the child's unique strengths and needs; and

(5) Reviewing medical, educational, or other records.

C. Procedures for assessment of the child and family.

(1) An assessment of each infant or toddler with a disability must be conducted by qualified personnel in order to identify the child's unique strengths and needs and the early intervention services appropriate to meet those needs. The assessment of the child must include the following:

(i) A review of the results of the evaluation conducted by paragraph (b) of this section;

(ii) Personal observations of the child; and

(iii) The identification of the child's needs in each of the developmental areas in § 303.21(a)(1).

(2) A family-directed assessment must be conducted by qualified personnel in order to identify the family's resources, priorities, and concerns and the supports and services necessary to enhance the family's capacity to meet the developmental needs of the family's infant or toddler with a disability. The family-directed assessment must:

(i) Be voluntary on the part of each family member participating in the assessment;

(ii) Be based on information obtained through an assessment tool and also through an interview with those family members who elect to participate in the assessment; and

(iii) Include the family's description of its resources, priorities, and concerns related to enhancing the child's development.

The team conducts an evaluation for special education purposes within a reasonable time not to exceed 30 school days from the date the district receives parental permission to conduct the evaluation or the expiration of the 14 calendar-day parental response time in cases other than initial evaluation unless a conciliation conference or hearing is requested.

Walker-Hackensack-Akeley ISD #113 conducts full and individual initial evaluation before the initial provision of

special education and related services to a pupil. The initial evaluation consists of procedures to determine whether a child is a pupil with a disability that adversely affects the child's educational performance as defined in Minnesota Statutes, section 125A.02, who by reason thereof needs special education and related services, and to determine the educational needs of the pupil. The district proposing to conduct an initial evaluation to determine if the child qualifies as a pupil with a disability obtains informed consent from the parent of the child before the evaluation is conducted. Parental consent for evaluation is not construed as consent for placement for receipt of special education and related services. The District will not override the written refusal of a parent to consent to an initial evaluation or re-evaluation.

Evaluation Procedures

Evaluations and reevaluations are conducted according to the following procedures:

A. Walker-Hackensack-Akeley ISD #113 shall provide notice to the parents of the pupil, according to Code of Federal Regulations, title 34, sections 300.500 to 300.505, that describes any evaluation procedures the district proposes to conduct.

B. In conducting the evaluation, Walker-Hackensack-Akeley ISD #113:
   (1) Uses a variety of evaluation tools and strategies to gather relevant functional and developmental information, including information provided by the parent, that are designed to assist in determining whether the child is a pupil with a disability and the content of the pupil's individualized education program, including information related to enabling the pupil to be involved in and progress in the general curriculum, or for preschool pupils, to participate in appropriate activities;

   (2) Does not use any single procedure as the sole criterion for determining whether a child is a pupil with a disability or determining an appropriate education program for the pupil; and

   (3) Uses technically sound instruments that are designed to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

C. Walker-Hackensack-Akeley ISD #113 ensures that:

   (1) Tests and other evaluation materials used to evaluate a child under this part are selected and administered so as not be discriminatory on a racial or cultural basis, and are provided and administered in the pupil's native language or other mode of communication, unless it is clearly not feasible to do so;

   (2) Materials and procedures used to evaluate a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education and related services, rather than measure the child's English language skills;

   (3) Any standardized tests that are given to the child have been validated for the specific purpose for which they are used, are administered by trained and knowledgeable personnel, and are administered in accordance with any instructions provided by the producer of such tests;

   (4) The child is evaluated in all areas of suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities;

   (5) Evaluation tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the pupil are provided;

   (6) If an evaluation is not conducted under standard conditions, a description of the extent to which it varied

from standard conditions must be included in the evaluation report;

(7) Tests and other evaluation materials include those tailored to evaluate specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient;

(8) Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills, unless those skills are the factors that the test purports to measure; and

(9) In evaluating each pupil with a disability, the evaluation is sufficiently comprehensive to identify all of the pupil's special education and related service needs, whether or not commonly linked to the disability category in which the pupil has been classified.

D. Upon completion of administration of tests and other evaluation materials, the determination of whether the child is a pupil with a disability as defined in Minnesota Statutes, section 125A.02, shall be made by a team of qualified professionals and the parent of the pupil in accordance with item E, and a copy of the evaluation report and the documentation of determination of eligibility will be given to the parent.

E. In making a determination of eligibility under item D, a child shall not be determined to be a pupil with a disability if the determinant factor for such determination is lack of instruction in reading or math or limited English proficiency, and the child does not otherwise meet eligibility criteria under parts 3525.1325 to 3525.1351.

Additional requirements for evaluations and reevaluations

A. As part of an initial evaluation, if appropriate, and as part of any reevaluation under this part, or a reinstatement under part 3525.3100, the IEP team and other qualified professionals, as appropriate, shall:

(1) Review existing evaluation data on the pupil, including evaluations and information provided by the parents of the pupil, current classroom-based assessments and observations, and teacher and related services providers observation; and

(2) On the basis of the review, and input from the pupil's parents, identify what additional data, if any, are needed to determine whether the pupil has a particular category of disability, as described in Minnesota Statutes, section 125A.02, or, in case of a reevaluation of a pupil, whether the pupil continues to have such a disability, the present levels of performance and educational needs of the pupil, whether the pupil needs special education and related services, or in the case of a reevaluation of a pupil, whether the pupil continues to need special education and related services, and whether any additions or modifications to the special education and related services are needed to enable the pupil to meet the measurable annual goals set out in the individualized education program of the pupil and to participate, as appropriate, in the general curriculum.

B. The district administers such tests and other evaluation materials as may be needed to produce the data identified by the IEP team under item A, subitem (2).

C. The district obtains informed parental consent, in accordance with subpart 1, prior to conducting any reevaluation of a pupil, except that such informed parental consent need not be obtained if the district can demonstrate that it had taken reasonable measures to obtain such consent and the pupil's parent has failed to respond.

D. If the IEP team and other qualified professionals, as appropriate, determine that no additional data are

needed to determine whether the pupil continues to be a pupil with a disability, the district shall notify the pupil's parents of that determination and the reasons for it, and the right of such parents to request an evaluation to determine whether the pupil continues to be a pupil with a disability, and shall not be required to conduct such an evaluation unless requested to by the pupil's parents.

E. The district evaluates a pupil in accordance with federal regulation before determining that the pupil is no longer a pupil with a disability.

Procedures for determining eligibility and placement

A. Interpreting the evaluation data for the purpose of determining if a child is a pupil with a disability under parts 3525.1325 to 3525.1351 and the educational needs of the child, the school district:

(1) Draws upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and

(2) Ensures that the information obtained from all of the sources is documented and carefully considered.

(3) Walker-Hackensack-Akeley ISD #113's plan for identifying a child with a specific learning disability is consistent with Minnesota Rule 3525.1341, Criteria A, B & C. The district solely uses the severe discrepancy model to determine eligibility for SLD. (Appendix B)

B. If a determination is made that a child is a pupil with a disability who needs special education and related services, an IEP is developed for the pupil according to Minnesota Rule 3525.2810.

Evaluation report

An evaluation report is completed and delivered to the pupil's parents within the specified evaluation timeline. At a minimum, the evaluation report includes:

A. A summary of all evaluation results;

B. Documentation of whether the pupil has a particular category of disability or, in the case of a reevaluation, whether the pupil continues to have such a disability;

C. The pupil's present levels of performance and educational needs that derive from the disability;

D. Whether the child needs special education and related services or, in the case of a reevaluation, whether the pupil continues to need special education and related services; and

E. Whether any additions or modifications to the special education and related services are needed to enable the pupil to meet the measurable annual goals set out in the pupil's IEP and to participate, as appropriate, in the general curriculum.

II. Method of Providing the Special Education Services for the Identified Pupils

Walker-Hackensack-Akeley ISD #113 provides a full range of educational service alternatives. All students with disabilities are provided the special instruction and services which are appropriate to their needs. The following is representative of Walker-Hackensack-Akeley ISD #113's method of providing the special education services for the identified pupils, sites available at which service may occur, and instruction and related services are available.

Appropriate program alternatives to meet the special education needs, goals, and objectives of a pupil are determined on an individual basis. Choice of specific program alternatives are based on the pupil's current levels of performance, pupil special education needs, goals, and objectives, and must be written in the IEP. Program alternatives are comprised of the type of services provided, the setting in which services occur, and the amount of time and frequency in which special education services occur. A pupil may receive special education services in more than one alternative based on the IEP or IFSP.

A. Method of providing the special education services for the identified pupils:
   1. Direct
   2. Indirect
   3. Consultation
   4. One to one
   5. Small group
   6. Self-Contained
   7. Homebound

B. Sites available at which services may occur:
   1. Homebased for student Birth – 3
   2. Walker-Hackensack-Akeley Elementary Ages 3-5
   3. Walker-Hackensack-Akeley Elementary School K-6
   4. Walker-Hackensack-Akeley High School 7-12
   5. Homebound Services
   6. Onigum Head Start
   7. Immanuel Lutheran School Preschool – 8
   8. Interim Alternative Education Settings (IAES) such as Homebased

C. Available instruction and related services:
   1. Assistive Technology Services
   2. Autism Services
   3. Blind/Visually Impaired Services
   4. Children's Therapeutic Support Services (CTSS)
   5. Deaf and Hard of Hearing Services
   6. Developmental Adaptive Physical Education (DAPE)
   7. Educational Audiology Services
   8. Occupational Therapy
   9. Orientation and Mobility Services
   10. Physical Impairment Services
   11. Physical Therapy
   12. Psychological services
   13. Special Education Teachers
   14. School Nursing Services
   15. School Social Work Services
   16. Secondary Transition Services
   17. Social Emotional Behavioral Services
   18. Speech Language Therapy
   19. Special Transportation

III. Administration and Management Plan.

Walker-Hackensack-Akeley ISD #113 utilizes the following administration and management plan to assure effective and efficient results of child study procedures and method of providing special education services for the identified pupils:

A. The following table illustrates the organization of administration and management to assure effective and efficient results of child study procedures and method of providing special education services for the identified pupils.

Staff Name and Title	Contact Information (phone/email/mailing address/office location)	Brief Description of Staff Responsibilities Relating to Child Study Procedures and Method of Providing Special Education Services
Kevin Wellen Superintendent	(218)547-4201 kevinwellen@whaschools.org Walker-Hackensack-Akeley Schools PO Box 4000 Walker, MN 56484	Oversee all district procedures and services
Eva Pohl Special Education Director	(218)237-6541 epohl@parkrapids.k12.mn.us PAWN Special Education 301 Huntsinger Avenue Park Rapids, MN 56470	Oversee all special education procedures and services
Jill McGowan Elementary Principal	(218)547-4261 jillmcgowan@whaschools.org Walker-Hackensack-Akeley Schools PO Box 4000 Walker, MN 56484	Oversee implementation of building staff assignments
Julie Granberg High School Principal	(218)547-5322 juliegranberg@whaschools.org Walker-Hackensack-Akeley Schools PO Box 4000 Walker, MN 56484	Oversee implementation of building staff assignments
Dawn D'Alessandro Special Education Due Process Coordinator	(218) 547-5338 dawndlessandro@whaschools.org Walker-Hackensack-Akeley Schools PO Box 4000 Walker, MN 56484	Prepares agenda and chairs Child Study Team in elementary and high school buildings
Rita Southerton PAWN Special Education Early Childhood Coordinator	(218)237-6547 rsoutherton@parkrapids.k12.mn.us PAWN Special Education 301 Huntsinger Avenue Park Rapids, MN 56470	Coordinates birth to three child find and special education procedures

Dorothy Underhill Special Education Teacher	(218)547-4391 dorothyunderhill@whaschools.org Walker-Hackensack-Akeley Schools PO Box 4000 Walker, MN 56484	Coordinates three – five child find and special education procedures
Mike Sherman School Psychologist	mike@teleteachers.com Walker-Hackensack-Akeley Schools PO Box 4000 Walker, MN 56484	Consult with staff and parents and serves as Child Study Team Committee member

B. Due Process assurances available to parents: Walker-Hackensack-Akeley ISD #113 has appropriate and proper due process procedures in place to assure effective and efficient results of child study procedures and method of providing special education services for the identified pupils, including alternative dispute resolution and due process hearings. *A description of these processes are as follows:*

(1) Prior written notice to a) inform the parent that except for the initial placement of a child in special education, the school district will proceed with its proposal for the child's placement or for providing special education services unless the child's parent notifies the district of an objection within 14 days of when the district sends the prior written notice to the parent; and b) state that a parent who objects to a proposal or refusal in the prior written notice may request a conciliation conference or another alternative dispute resolution procedure.

(2) Walker-Hackensack-Akeley ISD #113 will not proceed with the initial evaluation of a child, the initial placement of a child in a special education program, or the initial provision of special education services for a child without the prior written consent of the child's parent. A district may not override the written refusal of a parent to consent to an initial evaluation or reevaluation.

(3) A parent, after consulting with health care, education, or other professional providers, may agree or disagree to provide the parent's child with sympathomimetic medications unless medical, dental, mental and other health services are necessary, in the professional's judgment, that the risk to the minor's life or health is of such a nature that treatment should be given without delay and the requirement of consent would result in delay or denial of treatment.

(4) Parties are encouraged to resolve disputes over the identification, evaluation, educational placement, manifestation determination, interim alternative educational placement, or the provision of a free appropriate public education to a child with a disability through conciliation, mediation, facilitated team meetings, or other alternative process. All dispute resolution options are voluntary on the part of the parent and must not be used to deny or delay the right to a due process hearing. All dispute resolution processes are provided at no cost to the parent.

(5) Conciliation Conference: a parent has the opportunity to meet with appropriate district staff in at least one conciliation conference if the parent objects to any proposal of which the parent receives prior written notice. Walker-Hackensack-Akeley ISD #113 holds a conciliation conference within ten calendar days from the date the district receives a parent's objection to a proposal or refusal in the prior written notice. All discussions held during a conciliation conference are confidential and are not admissible in a due process hearing. Within five school days after the final conciliation conference, the district must prepare and provide the parent a conciliation conference memorandum that describes the District's final proposed offer of service. This memorandum is admissible in evidence in any subsequent proceeding.

(6) In addition to offering at least one conciliation conference, Walker-Hackensack-Akeley ISD #113 informs parents of other dispute resolution processes, including at least mediation and facilitated team meetings. The fact that an alternative dispute resolution process was used is admissible in evidence at any

subsequent proceeding. State-provided mediators and team meeting facilitators shall not be subpoenaed to testify at a due process hearing or civil action under special education law nor are any records of mediators or state-provided team meeting facilitators accessible to the parties.

(7) Descriptions of the mediation process, facilitated team meetings, state complaint, and impartial due process hearings may be found in Walker-Hackensack-Akeley ISD #113's Procedure Safeguard Notice Part B (Appendix D) and Part C (Appendix E).

IV. Interagency Agreements the District has Entered

Walker-Hackensack-Akeley ISD #113 has entered in the following interagency agreements or joint powers board agreements for eligible children, ages birth to 21, to establish agency responsibility that assures that interagency services are coordinated, provided, and paid for, and that payment is facilitated from public and private sources.

A. PAWN Special Education (Appendix F)

B. Region 2 Help Me Grow Interagency Early Intervention Committee (IEIC) (Appendix G)

C. Up North Learning Center (Appendix I)

V. Special Education Advisory Council

In order to increase the involvement of parents of children with disabilities in district policy making and decision making, PAWN Special Education has a Special Education Advisory Council (SEAC)

A. *PAWN* Special Education SEAC is *established in cooperation with other PAWN Special Education member districts.*

B. *PAWN* Special Education SEAC *is not* a subgroup of *an existing board, council, or committee.*

C. At least half of *PAWN Special Education SEAC* members are parents of students with a disability.

D. [X] At least one district has a nonpublic school located in its boundaries and the PAWN Special Education SEAC includes at least one member who is a parent of a nonpublic school student with a disability, or an employee of a nonpublic school if no parent of a nonpublic school student with a disability is available to serve.

E. *PAWN* Special Education SEAC meets annually in October.

F. *PAWN* Special Education SEAC operational procedures are attached in Appendix H.

VI. Assurances

Code of Federal Regulations, section 300.201: Consistency with State policies. Walker-Hackensack-Akeley ISD #113, in providing for the education of children with disabilities within its jurisdiction, has in effect policies, procedures, and programs that are consistent with the State policies and procedures established under sections 300.101 through 300.163, and sections 300.165 through 300.174. (Authority: 20 U.S.C. § 1413(a)(1)).

Yes: Assurance given.

APPENDIX A: PAWN Special Education Mission and Beliefs Statements

PAWN Special Education Mission Statement

The PAWN Special Education is an inclusive community where all persons will reside, grow, and benefit by being with each other at home, at school and in the community. The mission of the PAWN Special Education is to deliver an array of services, facilitate the education of students, and provide opportunities for successful, meaningful learning.

PAWN Special Education Belief Statements:

- All children can learn.
- All students have the right to learn.
- All students will respect the right of others to learn.
- Appropriate social behavior and communication skills are essential for success in all areas of life.
- Decisions about programming and curriculum will be based on the needs of the student.
- IEP teams must address the important need for students to have equal access and to be educated with their peers in the least restrictive environment.
- The quality education of students can only result through respectful collaboration and effort among students, parents, special service staff, general education staff and the community.
- Students need the strategies and tools necessary to strive towards becoming responsible, independent learners, and productive members of society.

APPENDIX B: Identification of a Child with a Specific Learning Disability

A child is eligible and in need of special education and related services for a specific learning disability when the child meets the criteria in items A, B, and C. Information about each item must be sought from the parent and must be included as part of the evaluation data. The evaluation data must confirm that the effects of the child's disability occur in a variety of settings. The child must receive two interventions, as defined in Minnesota Statutes, section 125A.56, prior to evaluation, unless the parent requests an evaluation or the IEP team waives this requirement because it determines the child's need for an evaluation is urgent.

A. The child does not achieve adequately in one or more of the following areas: oral expression, listening comprehension, written expression, basic reading skills, reading comprehension, reading fluency, mathematics calculation, or mathematical problem solving, in response to appropriate classroom instruction, and:

    - the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability.

The performance measures used to verify this finding must be representative of the child's curriculum or useful for developing instructional goals and objectives. Documentation is required to verify this finding. Such documentation includes evidence of low achievement from the following sources, when available: cumulative record reviews; classwork samples; anecdotal teacher records; statewide and districtwide assessments; formal, diagnostic, and informal tests; curriculum-based evaluation results; and results from targeted support programs in general education.

B. The child has a disorder in one or more of the basic psychological processes which includes an information processing condition that is manifested in a variety of settings by behaviors such as inadequate: acquisition of information; organization; planning and sequencing; working memory, including verbal, visual, or spatial; visual and auditory processing; speed of processing; verbal and nonverbal expression; transfer of information; and motor control for written tasks.

C. The child demonstrates a severe discrepancy between general intellectual ability and achievement in one or more of the following areas: oral expression, listening comprehension, written expression, basic reading skills, reading comprehension, reading fluency, mathematics calculation, or mathematical problem solving. The demonstration of a severe discrepancy shall not be based solely on the use of standardized tests. The group shall consider these standardized test results as only one component of the eligibility criteria. The instruments used to assess the child's general intellectual ability and achievement must be individually administered and interpreted by an appropriately licensed person using standardized procedures. For initial placement, the severe discrepancy must be equal to or greater than 1.75 standard deviations below the mean of the distribution of difference scores for the general population of individuals at the child's chronological age level.

APPENDIX C: Plan for Receiving Referrals

ISD #113 REFERRAL PROCESS: BIRTH TO PRE-KINDERGARTEN

Walker-Hackensack-Akeley School District utilizes the Help Me Grow referral process for children birth to pre-kindergarten in need of early intervention.

When a referral should be made:

- A parent or provider is concerned about any aspect of a child's development including: cognitive, physical, communication, adaptive or social emotional or
- When a screening of the child indicates concerns and the need for a complete developmental evaluation or
- When the child has a confirmed diagnosis that is likely to result in a developmental delay (a diagnosed physical, cognitive, or mental health condition is not required to make a referral)
    - These can include weight or premature birth
    - Suspected hearing impairment
    - Suspected vision impairment
    - Congenital anomalies

A referral can be made by:

- Parents/guardians, healthcare providers, childcare providers, teachers, social workers, or anyone associated with the child or family, professionally or personally.

Referrals can be made by:

- Use online referral form available at the Minnesota Parents Know website www.mnparentsknow.info Select "Refer a child to Help Me Grow" in the upper right corner.
- Call 1-866-693-GROW (4769)
- Contacting the child's resident school district at phone: (218)547-1311 or fax (218)547-4298
- For children ages three – five contact Dorothy Underhill at (218)547-4391
- For children ages birth – two contact Rita Southerton at (218)237-6547

After a referral has been received, a representative of the Walker-Hackensack-Akeley District will contact the family to make an appointment to gather information and plan a course of action. The plan will include activities to determine if the child is eligible for Early Intervention Services.

If the child is found eligible, an early childhood special education teacher from the Walker-Hackensack-Akeley School District and other agencies will work with the family to plan appropriate services and support. Parents/guardians must give written permission prior to evaluation and plan development. Parents help develop intervention plans, goals, and objectives. Services are voluntary on the part of the family. For eligible children birth – age 2, an Individual Family Service Plan (IFSP) or eligible children ages 3 – 5, an Individualized Education Program (IEP) is developed. For children birth through age 2 evaluation timeline is 45 days from date of referral to plan development. If a child is not found eligible, the family will be provided with information about other early childhood community services and programs that may be helpful.

ISD #113 REFERRAL PROCESS: STUDENTS AGES 5 - 21

Pre-referral interventions are planned, systematic efforts by regular education staff to resolve presenting learning or behavior difficulties. Before a student is referred for a Special Education evaluation, the district conducts and documents at least two instructional strategies, alternatives or interventions using a system of scientific, research-based instruction and intervention in academics or behavior, based on the student's needs, while the pupil is in the regular general education classroom. The student's teacher documents baseline and progress reporting.

Walker-Hackensack-Akeley District #113 has a Student Assistance Team (SAT) in each of the following buildings: Walker-Hackensack-Akeley Elementary School, and Walker-Hackensack-Akeley High School. The purpose of a SAT is to provide a problem-solving approach to support the classroom teacher in identifying interventions to support students who are struggling to meet grade level standards.

Student Assistance Team members are determined in each building and may consist of general education teachers including academic interventionist, counselors, school nurse, and building administration.

The purpose of the SAT is to use a problem-solving model to assist the student's teacher with:

1. Collect, review, and analyze student data to identify primary concern impacting the gap between student's performance and grade-level expectations

2. Identify the instructional variables to be included in plan to address the gap and assist with development of researched-based interventions, instructional strategies, or alternatives to match referral concern

3. Develop plan for implementation of intervention with assurances intervention will be implemented with fidelity

4. Determine procedures to assess the effectiveness of the intervention, evaluate the data and determine if plan is effective in addressing the referral concern

The SAT coordinator at Walker-Hackensack-Akeley Elementary and High School is Dawn D'Alessandro (218)547-4239.

Parents or guardians may also request an evaluation by providing a written request for evaluation to the building principal. Upon receipt of parents written request for evaluation, a meeting with child's regular education teacher, building principal, special education teacher and parent will be scheduled within 10 school days to consider the parent's request for evaluation. The purpose of the meeting will be to identify parent concerns, review existing educational data, document any interventions that have been provided to the child, and review information provided by the parent. In the case of parent request for evaluation, documentation of two pre-referral interventions will be required. Interventions may have been completed and documented prior to parent request or interventions may be planned concurrent with the special education evaluation.

As a result of the meeting to consider parent request for evaluation, the district may determine to:

1. Proceed with the requested evaluation by making a referral to special education, or

2. Refer to building SAT to identify instructional strategies, alternatives, or interventions designed to meet academic or behavioral concerns, or
3. Deny the request for evaluation based on review of existing educational data. Existing data should be sufficient to assure student does not have disability and is not in need of special education. Denial of parent request for evaluation must be documented using Prior Written Notice and Parent Consent forms.

A special education evaluation team may waive this requirement for two pre-referral interventions when it determines the student's need for the evaluation is urgent. Situations when the team may waive the pre- referral intervention requirements may include situations when 1) a student who enters the district with a documented history of blindness, deafness, paraplegia, traumatic brain injury, or 2) a student whose disability is well documented, or 3) the student has

had an IEP in the last 12 months.

Upon completion of at least two pre-referral interventions are completed, the SAT may refer the student to special education department for special education evaluation. A Child Study Team (CST) consisting of the Special Education Staff and other staff as determined per building will review the pre-referral interventions and student information before deciding whether or not to recommend evaluation.

Members of the CST include building administration, general education staff and special education staff and others as deemed necessary. The following staff are the core Child Study Team members:

Walker-Hackensack-Akeley Elementary School:

Jill McGowan - K-6 School Principal
jillmcgowan@whaschools.org
(218)547-4261

Mike Sherman – School Psychologist
mike@teleteachers.com

Dawn D'Alessandro – Special Education Due Process Coordinator
dawndalessandro@whaschools.org
(218)547-5338

Heather Graham – Speech Language Pathologist
heathergraham-sturma@whaschools.org
(218)547-4398

Brenda Capesius - Special Education Teacher
brendacapesius@whaschools.org
(218)547-4279

Bryce Capesius – Special Education Teacher
brycecapesius@whaschools.org
(218)547-4274

Joe Capesius - Special Education Teacher
joecapesius@whaschools.org
(218)547-4279

Tamara Tienter – Special Education Teacher
tamaratienter@whaschools.org
(218)547-4394

Dorothy Underhill - Special Education Teacher
dorothyundershill@whaschools.org
(218)547-4391

Monica Voeller - Special Education Teacher
monicavoeller@whaschools.org
(218)547-4291

Walker-Hackensack-Akeley High School:

Julie Granberg – 7-12 School Principal
juliegranberg@whaschools.org
(218)547-5322

Mike Sherman – School Psychologist
mike@teleteachers.com

Dawn D'Alessandro – Special Education Due Process Coordinator
dawndalessandro@whaschools.org
(218)547-5338

Kylie Carlson - Special Education Teacher
kyliecarlson@whaschools.org
(218)547-4271

Shawn Ludwig – Special Education Teacher
shawnludwig@whaschools.org
(218)547-4378

Mary Overlie – Special Education Teacher
maryoverlie@whaschools.org
(218)547-4366

Lisa Roddy - Special Education Teacher
lisaroddy@whaschools.org
(218)547-5308

Lindsey Slavin – Special Education Teacher
lindseyslavin@whaschools.org
(218)547-4233

Other Staff as Deemed Necessary:

Shalom Grandy – Physically Impaired Consultant
sgrandy@parkrapids.k12.mn.us
(218)237-6543

Nicole Johnson – Developmental Adaptive Physical Education Instructor
njohnson@parkrapids.k12.mn.us
(218)237-6345

Jolene Krieger - Autism Consultant
jolenekrieger@whaschools.org
(218)237-6542

Kim Konerza – Deaf/Hard of Hearing Specialist
kkonerza@parkrapids.k12.mn.us
(218)237-6545

Carrie Wittenberg – Blind/Visually Impaired Specialist
cwittenberg@parkrapids.k12.mn.us
(218)237-6274

If the multidisciplinary team recommends an educational evaluation, an IEP manager will be identified to begin the process of planning the evaluation. Prior written Notice and Parent Consent/Objection form will be provided to the parent for review and written consent before moving forward with the educational evaluation. Once signed parent permission for evaluation is received, the district has 30 school days to complete the evaluation and determine eligibility for services. If the student is eligible for Special Education services, an Individual Education Plan is developed by the IEP team (parents, general education teacher, special education teacher and qualified district representative) within 30 calendar days.

APPENDIX D: Part B Notice of Procedural Safeguards Parental Rights for Public School Special Education Students

The material contained in this document is intended to provide general information and guidance regarding special education rights and procedural safeguards afforded to parents of children age 3 through 21 under state and federal law. This document explains a selection of some of the rights and procedural safeguards provided to parents under the Individuals with Disabilities Education Act (IDEA), the implementing regulations at 34 C.F.R Part 300, and applicable Minnesota laws and regulations; it is not a complete list or explanation of those rights. This notice is not a substitute for consulting with a licensed attorney regarding your specific legal situation. This document does not purport to include a complete rendition of applicable state and federal law, and the law may have changed since this document was issued.

INTRODUCTION

This document provides an overview of parental special education rights, sometimes called procedural safeguards. These same procedural safeguards are also available for students with disabilities who have reached the age of 18.
This Notice of Procedural Safeguards must be given to you at least one time per year. 34 C.F.R. § 300.504(a). It must also be given to you:

1. The first time your child is referred for a special education evaluation or if you request an evaluation, 34 C.F.R. § 300.504(a)(1);
2. The first time you file a complaint with the Minnesota Department of Education (MDE) in a school year, 34 C.F.R. § 300.504(a)(2);
3. The first time you or the district requests a due process hearing in a school year, 34 C.F.R. § 300.504(a)(2);
4. On the date the district decides to change the placement of your student by removing the student from school for a violation of the district discipline policy, 34 C.F.R § 300.504(a)(3); or
5. Upon your request, 34 C.F.R. § 300.504(a)(4).

PRIOR WRITTEN NOTICE

The district must provide you with prior written notice each time it proposes to initiate or change, or refuses to initiate or change:

- the identification of your child;
- the evaluation and educational placement of your child;
- the provision of a free appropriate public education (FAPE) to your child; or
- when you revoke consent for services for your child in writing and before the district stops providing special education and related services, 34 C.F.R. §§ 300.503(a)(1)-(2) and 300.300(b)(4)(i).

This written notice must include:

1. A description of the action proposed or refused by the district, 34 C.F.R. § 300.503(b)(1);
2. An explanation of why the district proposes or refuses to take the action, 34 C.F.R. § 300.503 (b)(2);
3. A description of each evaluation procedure, assessment, record, or report the district used as a basis for its proposal or refusal, 34 C.F.R. § 300.503(b)(3);
4. A statement that you, as parents of a child with a disability, have protection under these procedural safeguards and information about how you can get a copy of the brochure describing the procedural safeguards, 34 C.F.R. § 300.503(b)(4);
5. Sources for you to contact to obtain assistance in understanding these procedural safeguards, 34 C.F.R. § 300.503(b)(5);

6. A description of other options the IEP team considered and the reasons why those options were rejected, 34 C.F.R. § 300.503(b)(6); and
7. A description of other factors relevant to the district's proposal or refusal, 34 C.F.R. § 300.503(b)(7).

   In addition to federal requirements, prior written notice must inform you that, except for the initial placement of your child in special education, the school district will proceed with its proposal for your child's placement, or for providing special education services, unless you notify the district of an objection within 14 days of when the district sent you the prior written notice. Minn. Stat. § 125A.091, subd. 3a (1). The district must also provide you with a copy of the proposed IEP whenever the district proposes to initiate or change the content of the IEP. Minn. R. 3525.3600.

   The prior written notice must also state that, if you object to a proposal or refusal in the prior written notice, you must have an opportunity for a conciliation conference, and the school district must inform you of other alternative dispute resolution procedures, including mediation and facilitated IEP team meetings, under Minnesota Statutes, section 125A.091, subdivisions 7-9. Minn. Stat. § 125A.091, subd. 3a (2).

FOR MORE INFORMATION

If you need help understanding any of your procedural rights or anything about your child's education, please contact your district's special education director or the person listed below. This notice must be provided in your native language or other mode of communication you may be using. If your mode of communication is not a written language, the district must take steps to translate this notice orally or by other means. The district must ensure that you understand the content of this notice and maintain written evidence that this notice was provided to you in an understandable mode of communication and that you understood the content of this notice. 34 C.F.R. § 300.503(c).

If you have any questions or would like further information, please contact:
Name _____
Phone _____

For further information, you may contact one of the following organizations:

ARC Minnesota (advocacy for persons with developmental disabilities)
www.arcminnesota.org
952-920-0855
1-833-450-1494

Minnesota Association for Children's Mental Health
www.macmh.org
651-644-7333
1-800-528-4511

Minnesota Disability Law Center
www.mndlc.org
612-334-5970 (Twin Cities Metro)
1-800-292-4150 (Greater Minnesota)
612-332-4668 (TTY)

Minnesota Department of Education
www.education.gov
651-582-8689
651-582-8201 (TTY)

PACER (Parent Advocacy Coalition for Educational Rights)
www.pacer.org
952-838-9000
1-800-53-PACER,
952-838-0190 (TTY)

SMRLS Education Law Advocacy Project (Serves families with low-income in 33 southern Minnesota counties)
www.smrls.org
1-877-696-6529

ELECTRONIC MAIL

If your school district gives parents the choice to receive notices by email, you can choose to receive your prior written notice, procedural safeguards notice, or notices related to a due process complaint via email. 34 C.F.R. § 300.505.

PARENTAL CONSENT

Definition of Consent

Consent means that you have been fully informed of all information relevant to the activity for which your consent is sought, in your native language, or through another mode of communication. 34 C.F.R. § 300.9(a). In order to consent you must understand and agree in writing to the carrying out of the activity for which your consent is sought. This written consent must list any records that will be released and to whom. 34 C.F.R. § 300.9(b).

Revocation of Consent

Consent is voluntary and may be revoked in writing at any time. 34 C.F.R. §§ 300.9(c)(1) and 300.300(b)(4). However, revocation of consent is not retroactive; meaning revocation of consent does not negate an action that has occurred after the consent was given and before the consent was revoked. 34 C.F.R. § 300.9(c)(2).

When the District Must Obtain Your Consent

A. **Initial Evaluation**

The district must obtain your written and informed consent before conducting its initial evaluation of your child. 34 C.F.R. § 300.300(a)(1)(i) and Minn. Stat. § 125A.091, subd. 5(a). You or a district can initiate a request for an initial evaluation. 34 C.F.R. § 300.301(b). If you do not respond to a request for consent or if you refuse to provide consent for an initial evaluation, the district cannot override your refusal to provide consent. 34 C.F.R. § 300.300(a)(3)(i) and Minn. Stat. § 125A.091, subd. 5(a). An initial evaluation shall be conducted within 30 school days from the date the district receives your permission to conduct the evaluation unless a conciliation conference or hearing is requested. Minn. R. 3525.2550, subp. 2.

A district will not be found in violation of meeting its child find obligation or its obligations to conduct evaluations and reevaluations if you refuse to consent to or fail to respond to a request for consent for an initial evaluation. 34 C.F.R. § 300.300(a)(3)(ii).

If you consent to an initial evaluation, this consent cannot be construed as being consent for the initial provision of special education and related services. 34 C.F.R. § 300.300(a)(1)(ii).

B**. Initial Placement and Provision of Special Education Services and Related Services**

The district must obtain your written consent before proceeding with the initial placement of your child in a special education program and the initial provision of special education services and related services to your child determined to be a child with a disability. Minn. Stat. § 125A.091, subd. 3a(1) and 5(a); 34 C.F.R. § 300.300(b)(1).

If you do not respond to a request for consent, or if you refuse to consent to the initial provision of special education and related services to your child, the district may not override your written refusal. Minn. Stat. § 125A.091, subd. 5(a).

If you refuse to provide consent for the initial provision of special education and related services, or you fail to respond to a request to provide consent for the initial provision of special education and related services, the district will not be considered in violation for failure to provide your child with special education and related services for which the district requested consent. 34 C.F.R. § 300.300(b)(4)(i).

C**. Reevaluations**

Your consent is required before a district conducts a reevaluation of your child. 34 C.F.R. § 300.300(c). If you refuse consent to a reevaluation, the district may not override your written refusal. 34 C.F.R. § 300.300(c)(1)(ii) and Minn. Stat. § 125A.091, subd. 5(a). A reevaluation shall be conducted within 30 school days from the date the district receives your permission to conduct the evaluation or within 30 days from the expiration of the 14-calendar-day time period during which you can object to the district's proposed action. Minn. R. 3525.2550, subp. 2.

D. **Transition Services**

Your consent is required before personally identifiable information is released to officials of participating agencies providing or paying for transition services. 34 C.F.R. §§ 300.622(a)(2) and 300.321(b)(3).

When Your Consent is not Required

Except for an initial evaluation and the initial placement and provision of special education and related services, if you do not notify the district of your objection within 14 days of when the district sends the notice of the district's proposal to you, the district's proposal goes into effect even without your consent. Minn. Stat. § 125A.091, subd. 3a(1).

Additionally, your consent is not required for a district to review existing data in your child's educational file as part of an evaluation or a reevaluation. 34 C.F.R. § 300.300(d)(1)(i).
Your consent is also not required for the district to administer a test or other evaluation that is given to all children, unless consent is required from parents of all children. 34 C.F.R. § 300.300(d)(1)(ii).

Parent's Right to Object and Right to a Conciliation Conference

You have a right to object to any action the district proposes within 14 calendar days of when the district sends you the prior written notice of their proposal. Minn. Stat. § 125A.091, subd. 3a(1). If you object to the district's proposal, you have the right to request a conciliation conference, mediation, facilitated IEP team meeting or a due process hearing. 34 C.F.R. § 300.507; Minn. Stat. §§ 125A.091, subd. 3a(2) and subd.14. Within ten calendar days from the date the district receives notice of your objection to its proposal or refusal in the district's prior written notice, the district will ask you to attend a conciliation conference. Minn. Stat. § 125A.091, subd. 7.

Except as provided under Minnesota Statutes, section 125A.091, all discussions held during a conciliation conference are confidential and are not admissible in a due process hearing. Within five days after the final conciliation conference, the district must prepare and provide to you a conciliation conference memorandum that describes the district's final proposed offer of service. This memorandum is admissible evidence in any subsequent proceeding. Minn. Stat. § 125A.091, subd. 7.

You and the district may also agree to use mediation or a facilitated individualized education program (IEP) team meeting to resolve your disagreement. Minn. Stat. § 125A.091, subd. 8. You or the district can also request a due process hearing (see section about Impartial Due Process Hearings later in this document). The district must continue to provide an appropriate education to your child during the proceedings of a due process hearing. 34 C.F.R. § 300.518.

Confidentiality and Personally Identifiable Information

Personally identifiable information is information that includes, but is not limited to, a student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's Social Security number, student number, or biometric record, another indirect identifier, such as the student's date of birth, place of birth, a mother's maiden name, other information that, alone or in combination, is linked to or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. 34 C.F.R. § 99.3.

Districts and MDE must protect the confidentiality of any personally identifiable data, information, and records they collect, maintain, disclose, and destroy. 34 C.F.R. §§ 300.610 and 300.623.

Generally, your written consent is required before a district may disclose personally identifiable information from your child's educational record with anyone other than officials of participating agencies collecting or using the information under the Individuals with Disabilities Education Act (IDEA) or for any purpose other than meeting a requirement of that law. 34 C.F.R §§ 99.3 and 99.31.

When your consent is not required to share personally identifiable information. Your consent, or the consent of an eligible student (age 18 or older), is not required before personally identifiable information contained in education records is released

to officials of a school district or the state department of education for meeting IDEA requirements. 34 C.F.R. § 300.622(a).

Your child's educational records, including disciplinary records, can be transferred without your consent to officials of another school, district, or postsecondary institution if your child seeks to enroll in or attend the school or institution or a school in that district. 34 C.F.R. § 99.31(a)(2).

Disclosures made without your consent must be authorized under the Family Educational Rights and Privacy Act (FERPA). Please refer to 34 C.F.R. Part 99 for additional information on consent requirements concerning data privacy under federal law.

Directory Information

Directory information can be shared without your consent. This type of information is data contained in an education record of your child that would not generally be considered harmful or an invasion of privacy if disclosed. 34 C.F.R. § 99.3.

Directory information includes, but is not limited to, a student's address, telephone number, email address, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in official activities and sports, weight and height of athletic team members, degrees, honors, and awards received, the most recent educational agency or institution attended, and a student ID number, user ID, or other unique personal identifier used for accessing or communicating electronically if certain criteria are met. Directory information does not include a student's Social Security number or a student ID number not used in connection with accessing or communicating electronically as provided under federal law. 34 C.F.R. § 99.3.

Districts must give you the option to refuse to let the district designate any or all data about your child as directory information. This notice can be given to you by any means reasonably likely to inform you or an eligible student of this right. Minn. Stat. § 13.32, subd. 5. If you do not refuse to release the above information as directory information, that information is considered public data and can be shared without your consent.

Data about you (meaning parents) is private data but can be treated as directory information if the same procedures that are used by a district to designate student data as directory information are followed. Minn. Stat. § 13.32, subd. 2(c).

WRITTEN ANNUAL NOTICE RELATING TO THIRD PARTY BILLING FOR IEP HEALTH-REALTED SERVICES

Before billing Medical Assistance or MinnesotaCare for health-related services the first time, and each year, the district must inform you in writing that:

1. The district will share data related to your child and health-related services on your child's IEP with the Minnesota Department of Human Services to determine if your child is covered by Medical Assistance or MinnesotaCare and whether those services may be billed to Medical Assistance or MinnesotaCare.
2. Before billing Medical Assistance or MinnesotaCare for health-related services the first time, the district must obtain your consent, including specifying the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided), the purpose of the disclosure, the agency to which the disclosure may be made (i.e., the Department of Human Services) and which specifies that you understand and agree that the school district may access your (or your child's) public benefits or insurance to pay for health-related services.
3. The district will bill Medical Assistance or MinnesotaCare for the health-related services on your child's IEP. Minn. Stat. § 125A.21, subd. 2(c)(1).
4. The district may not require you to sign up for or enroll in Medical Assistance or MinnesotaCare or other insurance programs in order for your child to receive special education services.
5. The district may not require you to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for health services provided but may pay the cost that you otherwise would be required to pay.

6. The district may not use your child's benefits under Medical Assistance or MinnesotaCare if that use would: decrease available lifetime coverage or any other insured benefit; result in your family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the child outside of the time your child is in school; increase your premiums or lead to the discontinuation of benefits or insurance; or risk your loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.
7. You have the right to receive a copy of education records the district shares with any third party when seeking reimbursement for IEP health-related services. Minn. Stat. § 125A.21, subd. 2(c)(2).

You have the right to stop your consent for disclosure of your child's education records to a third party, including the Department of Human Services, at any time. If you stop consent, the district may no longer share your child's education records to bill a third party for IEP health-related services. You can withdraw your consent at any time, and your child's IEP services will not change or stop. Minn. Stat. § 125A.21, subd. 2(c)(3).

INDEPENDENT EDUCATIONAL EVALUATIONS

An independent educational evaluation (IEE) is an evaluation by a qualified person(s) who is not an employee of your district. 34 C.F.R. § 300.502(a)(3)(i). You may ask for an IEE at school district expense if you disagree with the district's evaluation. 34 C.F.R. § 300.502(b)(1). A hearing officer may also order an independent educational evaluation of your child at school district expense during a due process hearing. 34 C.F.R. § 300.502(d).

Upon request for an IEE, the district must give you information regarding its criteria for selection of an independent examiner and information about where an independent education evaluation may be obtained. 34 C.F.R. § 300.502(a)(2).

If you request an IEE, the district must, without delay, ensure that it is provided at public expense or request a hearing to determine the appropriateness of its evaluation. 34 C.F.R. § 300.502(b)(2). If the district goes to hearing and the hearing officer determines the district's evaluation is appropriate, you still have the right to an independent evaluation, but not at public expense. 34 C.F.R. § 300.502(b)(3).

If you obtain an IEE, the results of the evaluation must be considered by the IEP team and may be presented as evidence at a due process hearing regarding your child. 34 C.F.R. § 300.502(c).

EDUCATION RECORDS

Definition of an Education Record

Under federal law an education record means those records that are directly related to a student and that are maintained by the department or the district.

Your Access to Records

If you want to look at your child's education records, the district must give you access to those records for your review. Education records include most of the information about your child that is held by the school. 34 C.F.R. § 300.613(a). However, information held solely by your child's teacher for his or her own instructional use may not be included in the education records. Minn. Stat. § 13.32, subd. 1(a).

The district must allow you to review the records without unnecessary delay, and before any meeting regarding an IEP, or any hearing or resolution session about your child. 34 C.F.R. § 300.613(a). In addition, the district must comply with your request to review your child's education records immediately, if possible, or within 10 days of the date of the request (excluding Saturdays, Sundays, and legal holidays), if immediate compliance is not possible. Minn. Stat. § 13.04, subd. 3.

Your right to inspect and review records includes the right to:

1. An explanation or interpretation from the district of your child's records upon request, 34 C.F.R. § 300.613(b)(1); Minn. Stat. § 13.04, subd. 3;

2. Have your representative inspect and review the records on your behalf, 34 C.F.R. § 300.613(b)(3);
3. Request that the district provide copies of your child's educational records to you, 34 C.F.R. § 300.613(b)(2); Minn. Stat. § 13.04, subd. 3; and
4. Review your child's records as often as you wish in accordance with state law, 34 C.F.R. § 300.613(c). State law provides that if you have been shown private data and have been informed of its meaning, that data does not need to be disclosed to you for a period of 6 months unless a dispute or action is pending or new information is created or collected. Minn. Stat. § 13.04, subd. 3.

Transfer of Rights

Your rights regarding accessing your child's education records generally transfer to your child at age 18. 34 C.F.R. §§ 300.625 and 99.5(a). Notice must be provided to you and your child regarding this transfer of rights. 34 C.F.R. § 300.520(a)(3).

Records on More Than One Child

If any education record includes information on more than one child, you have the right to inspect and review only information relating to your child. 34 C.F.R. § 300.615. You can seek consent to review and inspect education records that include information about children in addition to your own, but those parents of those children have a right to refuse your request for consent.

List of Types and Locations of Information

Upon your request, the district and the department must provide you with a list of the types and locations of education records they collect, maintain or use. 34 C.F.R. § 300.616.

Record of Access by Others

The district must keep a record of each request for access to, and each disclosure of, personally identifiable information in your child's education records. This record of access must include the name of the individual who made the request or received personally identifiable information from your child's education records, the date access was given and the purpose of the disclosure or the individual's legitimate interest in the information. 34 C.F.R. §§ 300.614 and 99.32.

Consent to Release Records

Generally, your consent is required before personally identifiable information is released to unauthorized individuals or agencies. 34 C.F.R. §§ 300.622(a) and 99.30(a); Minn. Stat. § 13.05, subd. 4(d). The consent must be in writing and must specify the individuals or agencies authorized to receive the information: the nature of the information to be disclosed; the purpose for which the information may be used; and a reasonable expiration date for the authorization to release information. 34 C.F.R. § 99.30(b); Minn. Stat. § 13.05, subd. 4(d). Upon request, the district must provide you with a copy of records it discloses after you have given this consent. 34 C.F.R. § 99.30(c).

The district may not disclose information contained in your child's IEP, including diagnosis and treatment information, to a health plan company without your signed and dated consent. Minn. Stat. § 125A.21, subd. 7.

Fees for Searching, Retrieving and Copying Records

The district may not charge a fee to search or retrieve records. However, if you request copies, the district may charge a reasonable fee for the copies, unless charging that fee would prevent you from exercising your right to inspect and review the education records because you cannot afford to pay it. 34 C.F.R. §§ 300.617 and 99.11; Minn. Stat. § 13.04, subd. 3.

Amendment of Records at Parent's Request

If you believe that information in your child's records is inaccurate, misleading, incomplete or in violation of your child's privacy or other rights, you may request in writing that the district amend or remove the information. 34 C.F.R. §§ 300.618(a)

and 99.20(a); Minn. Stat. § 13.04, subd. 4.

The district must decide within a reasonable time whether it will amend the records. 34 C.F.R. §§ 300.618(b) and 99.20(b). If the district decides not to amend the records, it must inform you that you have the right to a hearing to challenge the district's decision. 34 C.F.R. §§ 300.618(c), 300.619 and 99.20(c). If, as a result of that hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of your child's privacy right, it must inform you that you have the right to include a statement of your comments and disagreements alongside the challenged information in your child's education records. 34 C.F.R. § 300.620(b). A hearing to challenge information in education records must be conducted according to the procedures for such hearings under FERPA. 34 C.F.R. § 300.621.

Transfer of Records

Minnesota Statutes require that a district, a charter school, or a nonpublic school transfer a student's educational records, including disciplinary records, from a school a student is transferring from to a school in which a student is enrolling within 10 business days of a request. Minn. Stat. § 120A.22, subd. 7.

Destruction of Records

The district must inform you when personally identifiable information is no longer needed in order to provide education services to your child. 34 C.F.R. § 300.624(a). That information must be destroyed at your request. However, the school may retain a permanent record of your child's name, address, phone number, grades, attendance records, classes attended, grade level completed, and year completed. 34 C.F.R. § 300.624(b).

Under federal law, destruction means the physical removal of personal identifiers from information so that the information is no longer personally identifiable. Thus, the student's record does not need to be physically destroyed to comply with your request to destroy special education related records. Districts can appropriately comply with this requirement by removing personally identifiable information from the student's records. The choice of destruction method generally lies with the school district. 34 C.F.R. § 300.611; Letter to Purcell, 211 IDELR 462 (OSEP, 1987); and Klein Indep. Sch. Dist., 17 IDELR 359 (SEA TC, 1990).

The district shall not destroy any education records if there is an outstanding request to inspect or review the records. 34 C.F.R. § 99.10(e).

Despite your request to destroy records, a district can keep certain records necessary to comply with the General Education Provision Act (GEPA), which requires that recipients of federal funds keep records related to the use of those funds. Letter to New, 211 IDELR 473 (OSEP, 1987); 34 C.F.R. §300.611(a); and 20 U.S.C. Ch. 31, sec. 1232(f)(a). You may want to maintain certain special education records about your child for documentation purposes in the future, such as for applying for SSI benefits.

MEDIATION

Mediation is a free, voluntary process to help resolve disputes. You or your district may request mediation at no charge from the Minnesota Department of Education's Special Education Alternative Dispute Resolution program at 651-582-8689. Mediation uses a neutral third party trained in dispute resolution techniques. Mediation may not be used to deny or delay your right to a due process hearing. Both you and district staff must agree to try mediation before a mediator can be assigned. At any time during the mediation, you or the district may end the mediation. 34 C.F.R. §§ 300.506 and 300.152(a)(3)(ii).

If you and the district resolve all or a portion of the dispute or agree to use another procedure to resolve the dispute, the mediator shall ensure that the resolution or agreement is in writing and signed by both you and the district and that both parties receive a copy of the document. The written resolution or agreement shall state that all discussions that occurred during mediation are confidential and may not be used as evidence in any hearing or civil proceeding. The resolution or agreement is legally binding on both you and the district and is enforceable in state or federal district court. You or the district can request another mediation to resolve a dispute over implementing the mediation agreement, if needed. Minn. Stat. § 125A.091, subd. 10.

FILING A WRITTEN COMPLAINT

Any organization or individual may file a complaint with the Minnesota Department of Education (MDE). 34 C.F.R. § 300.153(a). Complaints sent to MDE must:

1. Be in writing and be signed by the individual or organization filing the complaint, 34 C.F.R. § 300.153(a);
2. Allege violations of state or federal special education law or rule, 34 C.F.R. § 300.153(b)(1);
3. State the facts upon which the allegation is based, 34 C.F.R. § 300.153(b)(2);
4. Include the name, address and telephone number of the person or organization making the complaint, 34 C.F.R. § 300.153(b)(3);
5. Include the name and address of the residence of the child and the name of the school the child is attending, 34 C.F.R. § 300.153(b)(4)(i)(ii);
6. A description of the nature of the child's problem; including facts relating to the problem, 34 C.F.R. § 300.153(b)(4)(iv);
7. A proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed, 34 C.F.R. § 300.153(b)(4)(v); and
8. Be forwarded to the public agency providing services to the child at the same time the complaint is sent to MDE, 34 C.F.R. § 300.153(d).

The complaint must be sent to:

Minnesota Department Education
Division of Assistance and Compliance
Due Process Supervisor
400 NE Stinson Blvd
Minneapolis, MN 55413
Phone: 651.582.8689/Fax: 651.582.8725

The complaint must be received by MDE no later than one year after the alleged violation occurred. 34 C.F.R. § 300.153(c). MDE will issue a written decision within 60 days unless exceptional circumstances require a longer time or you or the district agree to extend the time to participate in mediation. 34 C.F.R. § 300.152(a) and (b). The final complaint decision may be appealed to the Minnesota Court of Appeals by you (the parent) or the school district injured-in-fact by the decision within 60 days of receiving notice of the final decision.

IMPARTIAL DUE PROCESS HEARING

Both you and the district have a right to file a due process complaint and request an impartial due process hearing in writing within two years of the date you or the agency knew or should have known about the alleged action that forms the basis of the due process complaint. Minn. Stat. § 125A.091, subd. 14(a) and 34 C.F.R. §§ 300.507 and 300.511(e).

A due process complaint can be filed regarding a proposal or refusal to initiate or change a child's evaluation, IEP, educational placement, or to provide FAPE. Minn. Stat. § 125A.091, subd. 14(a).

A due process complaint may address any matter related to the identification, evaluation, educational placement, manifestation determination, or provision of a free and appropriate public education of your child. Minn. Stat. § 125A.091, subd. 12. Within 15 days of receiving notice of your due process complaint, and prior to the due process hearing, the school district must arrange for a resolution meeting with you and the relevant members of the IEP team who have knowledge of the facts alleged in the due process complaint. 34 C.F.R. § 300.510(a).

The purpose of this meeting is for you to discuss the due process complaint, and the facts that form the basis of the due process complaint, and to allow the school district an opportunity to resolve the dispute that is the basis for the due process complaint. 34 C.F.R. § 300.510(a)(2).

The resolution meeting need not be held if you and the school district agree in writing to waive the meeting or agree to mediation. 34 C.F.R. § 300.510(a)(3). A resolution meeting is also not required to be held when the district is the filing party. 34 C.F.R. 300.510(a) cmts. at 71 F.R. 46700 (2006).

If the matter is not resolved within 30 days of receipt of the due process complaint, the hearing timelines begin. 34 C.F.R. § 300.510(b)(1).

If the school district is unable to obtain your participation in the resolution meeting or mediation after reasonable efforts have been made, and the school district does not agree to waive the meeting in writing, the school district may, at the conclusion of the 30-day period, request that a hearing officer dismiss your due process complaint. 34 C.F.R. § 300.510(b)(4).

Loss of Right to a Due Process Hearing

NOTE: Due to an interpretation of state law by the 8th Circuit Court of Appeals, if your child changes school districts and you do not file a due process complaint before your child enrolls in a new district, you may lose the right to have a due process hearing about any special education issues that arose in the previous district. See Thompson v. Bd. of the Special Sch. Dist. No. 1, 144 F.3d.574 (8th Cir. 1998). You do still have a right to file a due process complaint about special educational issues that may arise in the new district where your child is attending.

Procedures for Initiation of a Due Process Hearing

Upon filing a written due process complaint, the district must give you a copy of this procedural safeguard notice and a copy of your rights at hearing. 34 C.F.R. § 300.504(a)(2). If you or the district file a due process complaint, the other party must be provided with a copy of the complaint and submit the complaint to MDE. Once it receives the request, MDE must give a copy of the procedural safeguards notice to you. Minn. Stat. § 125A.091, subd. 14(d). All written requests must include:

1. The name of your child, 34 C.F.R. § 300.508(b)(1); Minn. Stat. § 125A.091, subd. 14(b);
2. The address of your child, 34 C.F.R. § 300.508(b)(2); Minn. Stat. § 125A.091, subd. 14(b);
3. The name of the school your child is attending, 34 C.F.R. § 300.508(b)(3); Minn. Stat. § 125A.091, subd. 14(b);
4. A description of the problem(s), including your view of the facts, 34 C.F.R. § 300.508(b)(5); Minn. Stat. § 125A.091, subd. 14(b); and
5. A proposed resolution of the problem to the extent known and available to you at the time, 34 C.F.R. § 300.508(b)(6); Minn. Stat. § 125A.091, subd. 14(b).

MDE maintains a list of qualified hearing officers. Upon receipt of a written due process complaint, MDE will appoint a hearing officer from that list to conduct the hearing. Minn. Stat. § 125A.091, subd. 13. Below are a few of your rights at hearing. This is not a complete list of rights.

Both you and the district have the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities, 34 C.F.R. § 300.512(a)(1);
2. Present evidence and confront, cross-examine, and compel the attendance of witnesses, 34 C.F.R. § 300.512(a)(2);
3. Prohibit the introduction of any evidence at the hearing that has not been disclosed at least five business days before the hearing, including evaluation data and recommendations based on that data, 34 C.F.R. § 300.512(a)(3); and
4. Receive a free copy of the hearing transcript or electronic recording of findings of fact and decisions, 34 C.F.R. §§ 300.512(a)(4)-(a)(5) and (c)(3).

As a parent, you, specifically, have the right to:

1. Have your child, who is the subject of the hearing, present, 34 C.F.R. § 300.512(c)(1);

2. Open the hearing to the public, 34 C.F.R. § 300.512(c)(2); and
3. Have the record or transcript of the hearing and the hearing officer's findings of fact, conclusions of law and decisions made provided to you at no cost. 34 C.F.R. § 300.512(c)(3); Minn. Stat. § 125A.091, subd. 12.

Responding to a Due Process Complaint

If you file a due process complaint and you did not previously receive a prior written notice from the district about the subject matter of the complaint, the district must send you a written explanation of why the district refused to take the action raised in the complaint within 10 days of receiving your complaint. This explanation must include a description of other options considered by the IEP team, why those options were rejected, a description of each evaluation procedure, assessment, record, or report that the district used as the basis for the proposed or refused action, and a description of the factors relevant to the district's proposal or refusal decision. Minn. Stat. § 125A.091, subd. 14(e)(1).

The district can assert that the due process complaint does not meet the requirements under state law. A due process complaint is considered sufficient unless the party who received the request notifies the hearing officer in writing within 15 days of receiving the request that they believe the request does not meet statutory requirements. The hearing officer must determine whether the due process complaint meets statutory requirements within five days of receiving the complaint and notify the parties. Minn. Stat. § 125A.091, subd. 14(e) (1) and (2).

Upon receiving your due process complaint, the district must also send you a written response that addresses the issues you raised in the complaint within 10 days of receiving the request. Minn. Stat. § 125A.091, subd. 14(f).

Disclosure of Additional Evidence Before a Hearing

A prehearing conference must be held within five business days of the date the commissioner appoints a hearing officer. This conference can be held in person, at a location within the district, or by telephone. Minn. Stat. § 125A.091, subd. 15. At least five business days before a hearing, you and the district must disclose to each other all evaluations of your child completed by that date and recommendations based on those evaluations that are intended to be used at the hearing. 34 C.F.R. § 300.512(b)(1). A hearing officer may refuse to allow you to introduce any undisclosed evaluations or recommendations at the hearing without consent of the other party. 34 C.F.R. § 300.512(b)(2).

The Hearing Decision

A hearing decision must be issued and provided to each party within 45 calendar days, or within an appropriately extended time period, upon the expiration of the 30-day resolution period after the due process complaint was received by the state agency. 34 C.F.R. § 300.515; Minn. Stat. § 125A.091, subd. 20(a). A hearing officer may extend the time beyond the 45-day period if requested by either party for good cause shown on the record. 34 C.F.R. § 300.515(c); Minn. Stat. § 125A.091, subd. 18, 20(a). A hearing officer must conduct oral arguments in a hearing at a time and place that is reasonably convenient to you and your child. Minn. Stat. § 125A.091, subd. 20(a). A hearing officer's decision on whether your child received FAPE must be based on evidence and arguments that directly relate to FAPE. 34 C.F.R. § 300.513. The hearing decision is final unless you or the district files a civil action. 34 C.F.R. §§ 300.514(a)-(b) and 300.516(a). A hearing officer lacks the authority to amend a decision except for clerical and mathematical errors. Minn. Stat. § 125A.091, subd. 20(b).

Separate Due Process Complaint

You have the right to file a separate due process complaint on an issue separate from a due process complaint already filed. 34 C.F.R. § 300.513(c).

Free or Low-Cost Legal Resources

The district must inform you of any free or low-cost legal and other relevant services available in the area if you request the information or if you or the school district file a due process complaint. 34 C.F.R. § 300.507(2)(b). A legal resource list is also available on MDE's Special Education Hearings webpage (MDE > Select Students and Families > Special Education > Conflicts in Special Education > Special Education Due Process Hearings).

COMPLAINT AND HEARING DATABASE

Final decisions on special education complaints and due process hearings are available to the public on the MDE website. 34 C.F.R. § 300.513(d). MDE maintains a public database and makes decisions available that are redacted, removing all personally identifiable information. This database is available on MDE's website > Data Center > Data Reports and Analytics > Complaints and Hearing Decisions (https://public.education.mn.gov/MDEAnalytics/DataTopic.jsp?TOPICID=366).

CIVIL ACTION

When you or the district disagrees with the findings or decisions made by a hearing officer, either party may file a court action. The action may be brought in federal district court or the state court of appeals. 34 C.F.R. §§ 300.514(b) and 300.516(a). Different standards of review apply in each court. An appeal to the state court of appeals must be made within 60 calendar days of your receipt of the decision. Minn. Stat. § 125A.091, subd. 24. An appeal to federal district court must be made within 90 days of the date of the decision. 34 C.F.R. § 300.516(b); Minn. Stat. § 125a.091, subd. 24.

PLACEMENT DURING A HEARING OR CIVIL ACTION

During a hearing or court action, unless you and the district agree otherwise, your child will remain in the educational placement where he/she is currently placed and must not be denied initial admission to school. 34 C.F.R. §§ 300.518(a) and (b) and 300.533. This is commonly referred to as the "stay-put" rule.

Two exceptions to the "stay-put" rule exist:

1. Students may be removed from their educational setting for not more than 45 school days to an interim alternative educational placement for certain weapon, drug, or serious bodily injury violations, 34 C.F.R. § 300.530(g)(1)-(3); and
2. A hearing officer's decision agreeing with you that a change in placement is appropriate as the "stay-put" placement during subsequent appeals, 34 C.F.R. § 300.518(d).

EXPEDITED HEARINGS

You (the parent) or the district can file a due process complaint and request an expedited hearing in the following situations:

1. Whenever you dispute the district's proposal to initiate or change the identification, evaluation or educational placement of your child or the district's provision of FAPE to your child, Minn. Stat. § 125A.091, subd. 14(a); 34 C.F.R. § 300.532(a) and (c)(1); 34 C.F.R. 300.507(a) and 34 C.F.R. § 300.503(a)(1);
2. Whenever you dispute the district's refusal to initiate or change the identification, evaluation or educational placement of your child or the district's provision of FAPE to your child, Minn. Stat. § 125A.091, subd. 14(a); 34 C.F.R. § 300.532(a) and (c)(1); 34 C.F.R. § 300.507(a); 34 C.F.R. § 300.503(a)(2);
3. Whenever you dispute the manifestation determination, 34 C.F.R. §§ 300.530 and 300.532(a); and
4. Whenever the district believes that maintaining the current placement of your child is substantially likely to result in injury to the child or to others, 34 C.F.R. § 300.532(b)(2)(ii).

You or a school district may file a written due process complaint and request an expedited due process hearing as described above. Minn. Stat. § 125A.091, subd. 19; 34 C.F.R. § 300.532(c)(1).

Timelines for Expedited Hearings

Expedited hearings must be held within 20 school days of the date the expedited due process complaint is filed. The hearing officer must issue a decision within 10 school days after the hearing. Minn. Stat. § 125A.091, Subd. 19; 34 C.F.R. § 300.532(c)(2). A resolution meeting must occur within 7 days of receiving the expedited due process complaint unless you and the school district agree in writing to either waive the resolution meeting or use the mediation process. Minn. Stat. §

125A.091, subd. 19; 34 C.F.R. § 300.532(c)(3) and (3)(i). The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of receiving the request. Minn. Stat. § 125A.091, subd. 19; 34 C.F.R. § 300.532(c)(3)(ii).

Dismissal of Due Process Complaint

If the school district is unable to obtain your participation in the resolution meeting or mediation after reasonable efforts have been made and the school district does not agree to waive the meeting in writing, the school district may, at the conclusion of the 30-day period, request that a hearing officer dismiss your due process complaint. 34 C.F.R. § 300.510(b)(4).

Placement by a Hearing Officer

A hearing officer may decide to move your child to an interim alternative educational setting for up to 45 school days if the hearing officer determines your child is substantially likely to injure themself or others if they remain in the current placement. 34 C.F.R. § 300.532(b)(2)(ii).

Right to Appeal Decision

You or the district can appeal the decision of a hearing officer in an expedited due process hearing. 34 C.F.R. §§ 300.532(c)(5) and 300.514.

INTERIM ALTERNATIVE EDUCATIONAL PLACEMENT

The district may change your child's educational placement for up to 45 school days, if your child:

1. Carries a dangerous weapon to or possesses a dangerous weapon at school, on school premises, or at a school function under the jurisdiction of the school district or MDE as defined in federal law, 34 C.F.R. § 300.530(g)(1);
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the school district or MDE. This does not include alcohol or tobacco, 34 C.F.R. § 300.530(g)(2); or
3. Inflicts serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school district or MDE as defined in federal law, 34 C.F.R. § 300.530(g)(3).

On the date the district decides to remove your child and the removal is a change of placement of a child with a disability because of a violation of a code of student conduct, the school district must notify you of that decision, and provide you with the procedural safeguards notice. 34 C.F.R. § 300.530(h).

The IEP team determines the interim alternative educational setting and appropriate special education services. 34 C.F.R. §§ 300.530(d)(5) and 300.531. Even though this is a temporary change, it must allow your child:

1. To continue to participate in the general education curriculum and progress towards meeting goals set out in your child's IEP, although in a different setting, 34 C.F.R. §§ 300.530(d)(1)(i) and (d)(4); and
2. Include services and modifications designed to prevent the behavior from recurring, 34 C.F.R. § 300.530(d)(1)(ii).

If your child is placed in an interim alternative educational setting, an IEP meeting must be convened within 10 school days of the decision. 34 C.F.R. § 300.530(e)(1). At this meeting, the team must discuss behavior and its relationship to your child's disability. The team must review evaluation information regarding your child's behavior and determine the appropriateness of your child's IEP and behavior plan. The team will then determine if your child's conduct was caused by or had a direct relationship to his or her disability, or if your child's conduct was the direct result of the school district's failure to implement the IEP. 34 C.F.R. § 300.530(e)(1).

ATTORNEY'S FEES FOR HEARINGS

You may be able to recover attorney fees if you prevail in a due process hearing. 34 C.F.R. § 300.517(a)(1)(i). A judge may

make an award of attorney's fees based on prevailing rates in your community. 34 C.F.R. § 300.517(c)(1). The court may reduce an award of attorney's fees if it finds that you unreasonably delayed the settlement or decision in the case. 34 C.F.R. § 300.517(c)(4)(i). If the district prevails and a court agrees that your request for a hearing was for any improper purpose, you may be required to pay the district's attorney's fees. 34 C.F.R. § 300.517(a)(iii).

EXCLUSIONS AND EXPULSIONS OF PUPILS WITH A DISABILITY

Before your child with a disability can be expelled or excluded from school, a manifestation determination must be held. Minn. Stat. § 121A.43(d). If your child's misbehavior is related to his or her disability, your child cannot be expelled.

When a child with a disability is excluded or expelled under the Pupil Fair Dismissal Act, Minnesota Statutes Sections 121A.41-56, for misbehavior that is not a manifestation of the child's disability, the district shall continue to provide special education and related services after the period a period of suspension, if imposed. Minn. Stat. § 121A.43(d).

DISCIPLINARY REMOVALS

If a child with a disability is removed from his or her current educational placement, this is considered a change of placement if:

1. The removal is for more than 10 school days in a row, 34 C.F.R. § 300.536(a)(1); or
2. Your child has been subjected to a series of removals that constitute a pattern because:
    a. The series of removals total more than 10 school days in a year, 34 C.F.R. § 300.536(a)(2)(i);
    b. Your child's behavior is substantially similar to your child's behavior in previous incidents that resulted in a series of removals, 34 C.F.R. § 300.536(a)(2)(ii); and
    c. Of additional factors such as the length of each removals, the total amount of time your child has been removed, and the proximity of the removals to one another, 34 C.F.R. § 300.536(a)(2)(iii).

The determination of whether a pattern of removals constitutes a change of placement is made by the district. 34 C.F.R. § 300.536(b)(1). If this determination is challenged it is subject to review through due process and judicial proceedings. 34 C.F.R. § 300.536(b)(2).

CHILDREN NOT DETERMINED ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES

If your child has not been determined eligible for special education and related services and violates a code of student conduct, and the school district knew before the discipline violation that your child was a child with a disability then your child can utilize the protections described in this notice. 34 C.F.R. § 300.534(a).

A district is deemed to have knowledge that your child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

1. You expressed concern in writing to supervisory or administrative personnel at the district or to your child's teacher that your child is in need of special education and related services, 34 C.F.R. § 300.534(b)(1);
2. You requested an evaluation related to eligibility for special education and related services under Part B of the IDEA, 34 C.F.R. § 300.534(b)(2); or
3. Your child's teacher or other district personnel expressed specific concerns about a pattern of behavior demonstrated by your child directly to the district's director of special education or to other district supervisory staff, 34 C.F.R. § 300.534(b)(3).

Exceptions to a District's Knowledge

A district would not be deemed to have such knowledge if:

1. You have previously refused consent for an evaluation of your child, or you have previously refused special education services, 34 C.F.R. § 300.534(c)(1)(i)-(ii); or
2. Your child has already been evaluated and determined to not be a child with a disability under Part B of IDEA, 34 C.F.R. § 300.534(c)(2).

Conditions that Apply if There is No Basis of Knowledge

If a district does not have knowledge that your child is a child with a disability prior to taking disciplinary measures against your child, your child may be subjected to similar disciplinary consequences that are applied to children without disabilities who engage in similar behaviors. 34 C.F.R. § 300.534(d).

If a request is made for an evaluation of your child during the time period in which your child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner. 34 C.F.R. § 300.534(d)(2)(i). Until the evaluation is complete, your child remains in the educational placement determined by the district, which can include suspension or expulsion without educational services. 34 C.F.R. § 300.534(d)(2)(ii). In Minnesota, regular special education services are provided on the sixth day of a suspension and alternative education services are provided.

REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES

A district can report a crime committed by a child with a disability to appropriate authorities and State law enforcement and judicial authorities can exercise their responsibilities under the law related to crimes committed by a child with a disability. 34 C.F.R. § 300.535(a).

Transmittal of Records

If a district reports a crime committed by a child with a disability, the district must ensure that copies of the child's special education and disciplinary records are transmitted to the appropriate authorities to whom the crime is reported for consideration. However, the district may only transmit copies of your child's special education and disciplinary records to the extent permitted by FERPA. 34 C.F.R. § 300.535(b).

PRIVATE SCHOOL PLACEMENT

IDEA does not require the district to pay for the cost of educating your child, including special education and related services, at a private school if the district made FAPE available to your child and you chose to place your child in a private school. 34 C.F.R. § 300.148(a). However, you may be able to recover tuition expenses for a private school placement if you informed the district of your intent to enroll your child in a private school at public expense in a timely manner and if a hearing officer finds that the district did not promptly make FAPE available to your child prior to your child being enrolled in the private school and if the private placement is appropriate. You must inform the district of your intent to place your child in a private placement at public expense at the most recent IEP meeting prior to removal of your child from public school or by written notice to the district at least 10 business days prior to removal of your child from public school. 34 C.F.R. § 300.148(c)-(d).

Your notice must state why you disagree with the district's proposed IEP or placement. If a hearing officer or court finds that the district failed to provide or is unable to provide your child with an appropriate education and that the private placement is appropriate, you may be reimbursed for the cost of the private placement. Failure to tell the school of your intent to enroll your child in a private school at public expense, failure to make your child available for evaluation prior to placing your child in a private school after the district has given you notice of its intent to evaluate your child, or other unreasonable delay on your part could result in a reduction or denial of reimbursement for the private school placement. 34 C.F.R. § 300.148(d).

A hearing officer cannot reduce or deny the cost of reimbursement if: the district prevented you from being provided with this notice; you did not receive notice of your responsibilities as discussed above in this section; or if compliance with the above requirements would likely result in physical harm to your child and if you failed to provide the required notice because you cannot write in English or if compliance with the above requirements would likely result in serious emotional harm to your child. 34 C.F.R. § 300.148(e)

APPENDIX E: Part C Procedural Safeguards and Parental Rights: Infant and Toddler Intervention

The material contained in this document is intended to provide general information and guidance regarding special education rights and procedural safeguards afforded to parents of children from birth through age 2 under state and federal law. This document explains a selection of some of the rights and procedural safeguards provided to parents under the Individuals with Disabilities Education Act (IDEA), the implementing regulations at 34 C.F.R. Part 303, and applicable Minnesota laws and regulations; it is not a complete list or explanation of those rights. This notice is not a substitute for consulting with a licensed attorney regarding your specific legal situation. This document does not purport to include a complete rendition of applicable state and federal law, and the law may have changed since this document was issued.

INTRODUCTION

This brochure provides an overview of parental special education rights for infant and toddler intervention services, sometimes called procedural safeguards. This Notice of Procedural Safeguards must be given to you when your child is referred under Part C of the IDEA, including when you or the district request a due process hearing. The district must also make available an initial copy of your child's early intervention record, at no cost to you.

PRIOR WRITTEN NOTICE

The school district or a service provider must provide you with prior written notice within a reasonable timeframe before each time it proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, and education placement of your child or the provision of appropriate infant and toddler intervention services to your child and your child's family. This notice must be given to you before any changes are made and must include sufficient detail to inform you of:

3. The action that is being proposed or refused;
4. An explanation of why the district proposes or refuses to take the action; and
5. All procedural safeguards that are available under Part C of the IDEA, including a description of mediation, how to file a state complaint, and a due process complaint in the provisions, and any timelines under those procedures.

The notice must be written in a language understandable to the general public and provided in your native language unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, the public agency, or designated early intervention service provider, must take steps to ensure that the notice is translated orally or by other means to you in your native language or other mode of communication. The provider must also take steps to ensure that you understand the notice; and that there is written evidence that these requirements have been met.

Native language, when used with respect to an individual who is limited English proficient, means the language normally used by that individual, or in the case of a child, the language normally used by the parents of the child. For evaluations and assessments conducted for the child, native language means the language normally used by the child, if this language is determined developmentally appropriate for the child by the qualified personnel conducting the evaluation or assessment. For an individual who is deaf or hard of hearing, blind or visually impaired, or for an individual with no written language, native language means the mode of communication that is normally used by the individual, such as sign language, braille, or oral communication.

FOR MORE INFORMATION

If you need help understanding any of your procedural rights or anything about your child's education, please contact your child's early childhood special education coordinator, the school district's special education director or the person listed below. This notice must be provided in your native language or other mode of communication you may be using.
If you have any questions or would like further information, please contact:
Name: _____
Title: _____ (ex. Early childhood coordinator or special ed director)
Phone: _____

For further information, you may contact one of the following organizations:

ARC Minnesota
952-920-0855
1-833-450-1494
Minnesota Association for Children's Mental Health
651-644-7333
1800-528-4511
Minnesota Department of Education
651-582-8689
651-582-8201 (TTY)

Minnesota Disability Law Center
612-332-1441
800-292-4150
612-332-4668 (TTY)
PACER Center
Parent Advocacy Coalition for Educational Rights
952-838-9000
800-53-PACER
952-838-0190 (TTY)
SMRLS Education Law Advocacy Project
(Southern Minnesota Regional Legal Services)
1-877-696-6529

PARENTAL CONSENT

Definition of Consent

As a parent, you have the right to give consent to any action proposed by the district. Consent means that you have been fully informed, in your native language, of all information relevant to the activity for which your written permission is sought and that you fully understand and agree in writing with carrying out the activity for which consent is sought. The written consent must describe the activity and list any early intervention records that will be released and to whom. Consent is voluntary and may be revoked at any time. However, if you revoke your consent, that revocation is not retroactive.

When the District Must Obtain Your Consent

There are several situations in which the district must obtain your written consent before acting. The district must obtain your written consent before the following:

1. Administering screening procedures that are used to determine whether your child is suspected of having a disability;
2. Conducting all Part C evaluations and assessments of your child;
3. Providing early intervention services to your child;
4. Using public benefits or private insurance to pay for your child's Part C early intervention services in certain situations; and
5. Disclosing personally identifiable information about you or your child.

As a parent, you also have the right to receive written notice of and to provide written consent to the exchange of information among agencies that is consistent with state and federal law.

Parent's Right to Decline Consent

If you do not provide consent, the district must make reasonable efforts to ensure that you are fully aware of the nature of the evaluation and assessment, or the early intervention services that would be available, and that you understand that your child will not be able to receive the evaluation and assessment or receive early intervention services unless you provide consent. The district may not use the due process hearing procedures in Part B or Part C of the IDEA to challenge your refusal to provide any consent that is required. Thus, if you refuse, in writing, to consent to the initial evaluation or reevaluation of your child the district may not override your written refusal.

Parental Right to Decline Services

You can decide whether or not to accept or decline any early intervention service. You can selectively accept or decline any early intervention service, including declining a service after first accepting it, without jeopardizing other early intervention services your child may receive.

Confidentiality and Personally Identifiable Information

Personally identifiable information is information that includes, but is not limited to, your child's name; your name (parent's name) or other family member's name; your address; your child's address; a personal identifier, such as your child's or your Social Security number; biometric record; another indirect identifier, such as the child's date of birth, place of birth, a mother's maiden name, or a list of personal characteristics; or other information that would make it possible to identify your child with reasonable certainty.

Districts, the Minnesota Department of Education (MDE), and any other early intervention service providers must protect the confidentiality of any personally identifiable data about you and your child, including information and records they collect, use, and maintain, disclose, and destroy. Generally, a district or other participating agency may not disclose personally identifiable information, as defined in Part C of the IDEA, to any party except participating agencies (including the lead agency and early intervention service providers) that are part of the state's Part C system without parental consent unless authorized to do so under the IDEA or for any purpose other than meeting a requirement of that law. Please refer to the Federal Educational Rights and Privacy Act (FERPA) for additional information on consent requirements concerning data privacy under federal law.

Confidentiality provisions under Part C of the IDEA apply from the point in time when your child is referred for early intervention services until the district is no longer required to maintain or no longer maintains the child's information under applicable state or federal laws, whichever is later.

NOTICE TO PARENTS ABOUT CONFIDENTIALITY

The district must give you notice when your child is referred under Part C of the IDEA that fully informs you about the confidentiality requirements discussed above. This notice should include a description of your child about whom personally identifiable information is maintained, the types of information about your child requested, the method intended to be used in gathering information, including the sources from whom information is gathered, and how the information about your child will be used. This notice must also include a summary of the policies and procedures that the district and providing agencies must follow regarding storage of data about you and your child, disclosure of this data to third parties, and retention and destruction of personally identifiable information. Additionally, this notice must include a description of all of your rights and your child's rights regarding this information, including rights under the Part C confidentiality provisions. Lastly, this notice must include a description of the extent that the notice is provided in the native languages of the various population groups in the state.

INDIVIDUAL FAMILY SERVICE PLANS (IFSP)

If your child is under age three and has a disability, you and your child have a right to receive an IFSP. An IFSP is a written plan that is developed by a team to record your goals for your family and your child. An IFSP also lists the services that will best help you and your child reach those goals and describe when, where, and how services will be delivered. You and other family members work with the early intervention service coordinator and other providers (if appropriate) to create the IFSP. You may invite anyone you wish to the IFSP meetings, including an advocate. The IFSP is reviewed at least every six months, or more frequently if requested. You are involved in planning the time, date, and place of these meetings to ensure your participation. You may request a meeting to review your child's IFSP at any time, even if one recently took place. A district must provide you with a copy of each of your child's evaluations, assessments, family assessments, and IFSPs as soon as possible after each IFSP meeting at no cost to you.

THE RIGHT TO RECEIVE SERVICES IN NATURAL ENVIRONMENTS

Early intervention services for infants and toddlers with disabilities are focused around your family's and your child's daily routines and are designed to be carried out within regular activities. These services are provided, to the maximum extent appropriate, in natural environments. This helps you and/or your child's other caregivers learn strategies for teaching your child new skills that may be practiced throughout the day. When a service needs to be provided anywhere other than a natural environment, the IFSP team must provide written justification in the IFSP.

WRITTEN ANNUAL NOTICE RELATING TO THIRD-PARTY BILLING FOR IFSP (INDIVIDUAL FAMILY SERVICE PLAN) HEALTH-RELATED SERVICES

The school district must obtain your consent before your (or your child's) public benefits or insurance or private insurance information is used to pay for Part C services if such consent is required.

The district must provide you annual written notice that:

1. Parental consent must be obtained under Part C of the IDEA before the state lead agency or Early Intervention Service Provider discloses personal information for billing purposes;
2. A statement of the no-cost protection provisions in Part C of the IDEA. If you do not provide consent, Part C services must still be made available to you and your child through the IFSP for which you have provided consent;
3. The district will bill medical assistance or Minnesota Care for the health-related services on your child's IFSP;
4. You have the right to receive a copy of education records the district shares with any third party when seeking reimbursement for health-related services on your child's IFSP; and
5. You have a right to withdraw your consent to disclose your child's education records to a third party at any time. If you withdraw consent, the district may no longer share your child's education records to bill a third party for IFSP health-related services. You can withdraw your consent at any time, and your child's IFSP services will not change or stop.

EDUCATION RECORDS

Your Access to Records

You have the right to inspect and review all Part C early intervention records about your child and your child's family that are collected, maintained or used under Part C of the IDEA, including records related to evaluations and assessments, screening, eligibility determinations, development and implementation of IFSPs, provision of early intervention services, individual complaints involving your child, or any part of your child's early intervention record. Upon request, the district must give you access to your child's early intervention records without unnecessary delay and before any meeting regarding an IFSP or any due process hearing. The district must respond to your request immediately, if possible, or within 10 days of the request (excluding weekends and legal holidays).

Your right to inspect and review early intervention records includes the right to:

1. A response from the participating district to reasonable requests for explanations or interpretations of your child's record;
2. Request that the participating district provide copies of your child's early intervention records to you if failure to provide these copies would effectively prevent you from exercising your right to inspect and review the records;
3. Have your representative inspect and review the early intervention records; and
4. Review your child's records as often as you wish, in accordance with state law. State law provides that if you have been shown private data and have been informed of its meaning, that data does not need to be disclosed to you for a period of six months unless a dispute or action is pending or new information is created or collected.

A district may presume that you have the authority to inspect and review records relating to your child unless the district has been provided documentation that you do not have the authority under applicable state laws governing such matters as custody, foster care, guardianship, separation, and divorce.

Under Minnesota state law, education records include most of the information about your child that is held by the school, including evaluations and assessments, eligibility determinations, development, and implementation of IFSPs, individual complaints dealing with your child, and any other records about your child and family. However, information held solely by your child's teacher for his or her own instructional use may not be included in the education records.

Disclosure to Health Plan Company

The district may not disclose information contained in your child's IFSP, including diagnosis and treatment information, to a health plan company without your signed consent.

Records on More Than One Child

If any education record includes information on more than one child, you only have the right to inspect and review information relating to your child. You can seek consent to review and inspect education records that include information about children in addition to your own, but the parents of those children have a right to refuse your request for consent.

Record of Access by Others

The district must keep a record of each request for access and who obtains access to early intervention records collected, maintained, or used under Part C about you and your child. Access to these records by you and authorized representatives and employees of the district do not need to be recorded. This record of access must include the name of the individual to whom access was given, and the purpose for which the individual was authorized to use the early intervention records.

List of Types and Locations of Information

Upon your request, the district and MDE must provide you with a list of the types and locations of education records they collect, maintain or use.

Consent to Release Records

Generally, your consent is required before personally identifiable information is released to unauthorized individuals or agencies. The consent must be in writing and must specify the individuals or agencies authorized to receive the information; the nature of the information to be disclosed; the purpose for which the information may be used; and a reasonable expiration date for the authorization to release information. Upon request, the district must provide you with a copy of records it discloses.

Fees for Searching, Retrieving and Copying Records

The district may not charge a fee to search or retrieve records. However, if you request copies, the district may charge a reasonable fee for the copies, unless charging that fee would prevent you from exercising your right to inspect and review the education records because you cannot afford to pay it. A district must provide you with a copy of each of your child's evaluations, assessments, family assessments, and IFSPs as soon as possible after each IFSP meeting at no cost to you.

Amendment of Records at Parent's Request

If you believe that information in your child's early intervention records is inaccurate, misleading, incomplete, or in violation of your child's privacy or other rights or your rights as a parent, you may request that the district amend the record or remove the information.

The district must decide within a reasonable time whether it will amend the records. If the district decides not to amend the records, it must inform you of its refusal to amend the records and inform you that you have the right to a hearing to challenge the district's decision.

Opportunity for a Hearing

Upon your request, the district must provide you with the opportunity for a hearing to challenge information in your

child's early intervention records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of you or your child. You may request a hearing under the procedures set out under Part C of the IDEA or you may request a hearing under Minnesota's due process hearing procedures.

If as a result of the hearing the district decides that the information is inaccurate, misleading or in violation of the privacy or other rights of you or your child, it must amend the information accordingly and inform you in writing. If, as a result of that hearing, the district decides that the information in your child's early intervention record is not inaccurate, misleading, or otherwise in violation of the privacy rights or other rights of you or your child, it must inform you that you have the right to include a statement of your comments and disagreements alongside the challenged information in your child's early intervention education records. Any explanation placed alongside your child's early intervention education records must be kept by the district as part of your child's early intervention records as long as your child's records are maintained by the district. If your child's early intervention records or the contested portion of your child's records are disclosed by the district to any party, the explanation you submitted must also be disclosed to the party.

Transfer of Records

Minnesota Statutes require that a district, a charter school, or a nonpublic school transfer a student's educational records, including disciplinary records, from a school a student is transferring from to a school in which a student is enrolling within 10 business days of a request.

Destruction of Records

The district must inform you when personally identifiable information collected, maintained, or used by the district is no longer needed in order to provide early intervention services to your child. You have the right to request that education records about the provision of early intervention services to your child under Part C of the IDEA be destroyed upon your request. This information must be destroyed by the district upon receiving your request. However, the district may retain a permanent record of your child's name, date of birth, parent contact information (including address and phone number), names of service coordinators and early intervention service providers, and exit data (including year and age upon exit, and any programs your child entered upon exiting Part C).

Under federal law, destruction means the physical destruction of the record or the removal of personal identifiers from information ensuring that the information is no longer personally identifiable. Thus, your child's record does not need to be physically destroyed to comply with your request to destroy special education related records. Districts can appropriately comply with this requirement by removing personally identifiable information from your child's records. The choice of destruction method is generally up to the school district.

Despite your request to destroy records, a district can keep certain records necessary to comply with the General Education Provision Act (GEPA), which requires that recipients of federal funds keep records related to the use of those funds. You may want to maintain certain special education records about your child for documentation purposes in the future, such as for applying for Supplemental Security Income (SSI) benefits.

The district shall not destroy any education records if there is an outstanding request to inspect or review the records.

Child's Right to a Surrogate Parent

A child with a disability whose parent cannot be identified or located by the district using reasonable efforts, or who is a ward of the state, has the right to have a surrogate parent assigned to them.

The appropriate public agency must determine whether a child needs a surrogate parent and assign a surrogate to the child. In appointing a surrogate parent for a child, the public agency must consult with the agency that has been assigned to care for the child. The public agency must make reasonable efforts to ensure the assignment of a surrogate parent not more than 30 days after a public agency determines that the child needs a surrogate parent.

A surrogate parent may be selected in any way permitted under state law. The appropriate public agency must ensure

that the person selected as a surrogate parent is not an employee of any state agency or early intervention service provider that provides services or care to the child or any family member of the child; has no personal or professional interest that conflicts with the interests of the child he or she represents; and has knowledge and skills necessary for adequate representation of the child. In the case of a child who is a ward of the state, the surrogate parent can be appointed by the judge overseeing the child's case, as long as the surrogate parent appointed satisfies the above-mentioned requirements. An individual who qualifies to be a surrogate parent is not an employee of the public agency solely because he or she is paid by the agency to serve as a surrogate parent.

A surrogate parent has the same rights as a parent for all purposes under the Part C regulations. Thus, a surrogate parent may represent a child in all matters related to the evaluation and assessment of the child, development, and implementation of the child's IFSP, including annual evaluations and periodic reviews, the ongoing provision of early intervention services, and any other rights available to the child under the Part C regulations.

Alternative Dispute Resolution (ADR)

Parties are encouraged to resolve disputes over the identification, evaluation, educational placement, manifestation determination, interim alternative educational placement, or the provision of a free appropriate public education to your child through conciliation, mediation, facilitated IFSP team meetings, or through other alternative processes. All ADR options are voluntary on your part and cannot be used to deny or delay your right to a due process hearing. All alternative dispute resolution processes are provided at no cost to you.

Mediation

Mediation is a free, voluntary process to help resolve disputes. You or your district may request mediation at no charge from MDE's Special Education ADR program at 651-582-8689. Mediation is conducted by a qualified and impartial mediator who is trained in effective mediation techniques. The state maintains a list of qualified mediators who are knowledgeable in laws and regulations relating to the provision of special education and related services. Mediators are selected by the state on a random, rotational basis.

Mediation may not be used to deny or delay your right to a due process hearing or any other rights under Part C of the IDEA. Mediation must be scheduled in a timely manner and must be held in a location that is convenient for both you and the district.

If you and the district reach an agreement to the dispute during the mediation process, the agreement must be set forth in writing. The agreement must be signed by both you (the parent) and a representative of the district who has the authority to bind the district. Parties to the mediation will receive a copy of the agreement. Discussions held during the mediation process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding.

Resolution of a dispute through mediation, or other form of alternative dispute resolution, is not limited to formal disputes arising from your objection and is not limited to the period following the filing of a due process complaint and request for hearing. You may request mediation at any time to resolve a dispute arising under Part C of the IDEA, including matters arising prior to the filing of a due process complaint, regardless of whether a special education complaint or a due process complaint has been filed.

The local primary agency may request mediation on behalf of the involved agencies when disputes arise between agencies regarding responsibilities to coordinate, provide, pay for, or facilitate payment for infant and toddler early intervention services. You or the district can request another mediation to resolve a dispute over implementing the mediation agreement.

An individual who serves as a mediator may not be an employee of the state, the district, or a provider that is involved in the provision of early intervention services of other services to your child under Part C of the IDEA. A mediator cannot have a personal or professional interest that conflicts with their objectivity. A mediator is not considered an employee of the state, the district, or a provider of early intervention services solely because they are paid by the agency to serve as a mediator.

For more information about mediation, please contact MDE's mediation coordinator at 651-582-8689.

Filing a Written State Complaint

You or the district may file a state complaint with MDE. Complaints sent to MDE must:

1 Be in writing and be signed by the individual or organization filing the complaint;
2 Include a statement alleging violations of state or federal special education law or rule related to Part C of the IDEA;
3 State the facts upon which the allegation is based;
4 Include the signature and contact information for the complainant;
5 Include the name and residence of your child, the name of the early intervention service provider, a description of the nature of your child's problem, including facts related to the problem, and a proposed resolution of the problem to the extent known and available to you at the time the complaint is filed, if the alleged violation is related to your specific child; and
6 Allege a violation that occurred not more than **one year** prior to the date that the complaint is received.

The complaint must be sent to:

Minnesota Department Education
Office of General Counsel
Due Process Supervisor
400 NE Stinson Blvd.
Minneapolis, MN 55413-2614
Phone: 651-582-8689
Fax: 651-582-8725
MDE.Dispute-Resolution@state.mn.us

The party filing the complaint, either you or the district, must send a copy of the complaint to the district or early intervention service provider at the same time you or the district files with MDE.

MDE will complete its investigation and issue a written decision within 60 calendar days unless exceptional circumstances require a longer time or if you and the district agree to extend the timeframe to engage in mediation. You (the parent) or the school district injured-in-fact by the decision may appeal the final complaint decision within 60 days of receiving notice of the final decision.

If a written complaint is received that is also the subject of a due process hearing, or contains multiple issues of which one or more are part of that hearing, the part of the complaint that is being addressed in the due process hearing must be set aside until the conclusion of the hearing.

If an issue is raised in a complaint filed under Part C of the IDEA that has previously been decided in a due process hearing involving the same parties, the hearing decision is binding, and the complainant must be informed of this by MDE. Please see the section below for more information about due process hearings.

Impartial Due Process Hearing

For due process hearing procedures for children covered under Part C of the IDEA, Minnesota has chosen to adopt the Part B due process hearing procedures set out in the IDEA.

Filing a Due Process Complaint and Request for Hearing

You, the district, or a provider of early intervention services may file a due process complaint with MDE on any matter relating to the identification, evaluation, or placement of your child, or the provision of early intervention services to your child and your family under Part C of the IDEA. Specifically, a due process hearing can be requested regarding a proposal or refusal to initiate or change your child's evaluation, IFSP, educational placement, or to provide FAPE. The due process complaint must be in writing and must allege a violation of the IDEA that occurred not more than **two**

years before the date that you or the early intervention service provider knew, or should have known, about the alleged action that forms the basis of the due process complaint.

This two-year timeline does not apply if you were prevented from filing a due process complaint because the district or an early intervention service provider misrepresented that it had resolved the problem forming the basis of your due process complaint or the district or early intervention service provider failed to provide you with information that was required under the IDEA.

MDE must inform you of any free or low-cost legal and other relevant services available in your area when you or the district file a due process complaint.

An impartial hearing officer will be assigned to your case. MDE maintains a list of individuals who serve as impartial hearing officers. You may not raise issues in a due process hearing that were not raised in the written complaint. Within 15 days of receiving notice of your due process complaint, and prior to the due process hearing, the school district must arrange for a resolution meeting with you and the relevant members of your child's IFSP Team who have knowledge of the facts alleged in the due process complaint. If the resolution meeting is not held within 15 days of receiving notice of your due process complaint, you may seek the intervention of a hearing officer to begin the due process hearing timeline.

This resolution meeting must include a representative of the district who has decision-making authority and may NOT include an attorney for the district unless an attorney accompanies you. You and the district determine the relevant members of the IFSP team to attend the resolution meeting. The purpose of this meeting is for you to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the school district has the opportunity to resolve the dispute that is the basis for the due process complaint.

If you do not participate in the resolution meeting, your actions will delay the timelines for the resolution process and a due process hearing until the meeting is held. However, you and the school district may agree in writing to waive the resolution meeting or agree to mediation.

Resolution Period

If the matter is not resolved within 30 days of receipt of your due process complaint, the hearing timelines begin and a due process hearing may occur. If the school district is unable to obtain your participation in the resolution meeting or mediation after reasonable efforts have been made, and the district has documented its efforts to obtain your participation, and the school district does not agree to waive the resolution meeting or to use mediation, the school district may, at the conclusion of the 30-day period, request that a hearing officer dismiss your due process complaint.

Hearing Timeline

The 30-day hearing timeline starts the day after one of the following events:

1. You and the district agree in writing to waive the resolution meeting;
2. After either mediation or the resolution meeting starts, but before the end of the 30-day period, you and the district both agree in writing that no agreement is possible; or
3. You and the district agree to continue the mediation at the end of the 30-day resolution period, but later, you or the district withdraws from the mediation process.

Settlement Agreement

If you and the district reach a resolution at the resolution meeting, you and the district must execute a legally binding agreement that is signed by both you and a representative of the district that has the authority to bind the district; the agreement is enforceable in any state or district court. You or the district may void such an agreement within three days of the agreement's execution.

Procedures for Initiation of a Due Process Hearing

If you wish to have a hearing, you or your attorney must file a due process complaint and request for a due process hearing in writing. The written complaint must be sent to:

Minnesota Department Education
Office of General Counsel
Due Process Hearing Coordinator
400 NE Stinson Blvd.
Minneapolis, MN 55413-2614
Phone: 651-582-8689
Fax: 651-582-8725
MDE.Dispute-Resolution@state.mn.us

All written requests for a due process hearing must include:

1. The name and address of your child;
2. The name of the early intervention service provider serving your child;
3. A description of the nature of the problem, including your view of the facts; and
4. A proposed resolution of the problem to the extent known and available to you at the time of filing your due process complaint.

Upon receiving a written due process complaint from you or the district, MDE must give you a copy of the procedural safeguard notice, which includes a description of your rights at a due process hearing. If you or the district file a due process complaint with MDE, you must provide the other party with a copy of the complaint at the same time you file with MDE.

If you file a due process complaint and you did not previously receive a prior written notice from the district about the subject matter of the due process complaint request, the district must send you a written explanation of why the district proposed or refused to take the action raised in the due process complaint within 10 days of receiving the due process complaint. This explanation must include a description of other options considered by the IFSP team; why those options were rejected; a description of each evaluation procedure; assessment, record, or report that the district or early intervention service provider used as the basis for the proposed or refused action; and a description of the factors relevant to the district's proposal or refusal decision.

Upon receiving your due process complaint, the district must also send you a written response that specifically addresses the issues you raised in the due process complaint within 10 days of receiving the request.

The district or early intervention service provider can assert that your due process complaint does not meet the requirements under state law. A due process complaint is considered sufficient unless the party who received the due process complaint notifies the hearing officer and the other party in writing within 15 days of receiving the complaint that they believe the due process complaint does not meet statutory requirements. The hearing officer must determine whether the due process complaint meets statutory requirements within five days of receiving the complaint and immediately notify the parties in writing of that determination.

MDE maintains a list of qualified hearing officers. Upon receipt of a written due process complaint, MDE will appoint a hearing officer from that list to conduct the hearing. Below are a few of your rights at hearing. This is not a complete list of rights.

Both you and the district have the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training with respect to early intervention services for infants and toddlers with disabilities;
2. Present evidence and confront, cross-examine, and compel the attendance of witnesses;
3. Prohibit the introduction of any evidence at the hearing that has not been disclosed at least five business days before the hearing, including evaluation data and recommendations based on that data that are intended to be used at the hearing; and

4. Receive a written or electronic, verbatim record of the hearing transcript and/or the findings of fact and decisions.
5. As the parent, you have the right to:
6. Decide whether or not to have your child will be present at the due process hearing. Infants and toddlers do not need to be present at due process hearings, however, you, as the parent, can decide whether or not your infant or toddler will attend the due process hearing;
7. Open the hearing to the public; and
8. Receive a copy of the record or transcript of the hearing and the hearing officer's findings of fact, conclusions of law and decisions made at no cost.

Amending a Due Process Complaint

You or the district may amend your due process complaint only if the other party consents in writing to the amendment and is given an opportunity to resolve the due process complaint through a resolution meeting or if the hearing officer grants permission. The hearing officer may only grant permission not later than five days before the due process hearing begins.
If you or the district files an amended due process complaint, the timelines for the resolution meeting and the resolution period begin again with the filing of the amended complaint.

Disclosure of Additional Evidence before a Hearing and Prehearing Conference

A prehearing conference must be held within five business days of the date the commissioner appoints a hearing officer. The hearing officer must initiate the prehearing conference. This conference can be held in person, at a location within the district, or by telephone. The hearing officer must create a verbatim record of the prehearing conference, which is available to you or the district upon request. At the prehearing conference, the hearing officer must accomplish the following: identify the questions that must be answered to resolve the dispute and elimination claims and complaints that are without merit; set a scheduling order for the hearing and additional prehearing activities; determine if the hearing can be disposed of without an evidentiary hearing and, if so; establish the management, control, and location of the hearing to ensure its fair, efficient, and effective disposition.

At least five business days before a hearing, you and the district must disclose to each other all evaluations of your child completed by that date and recommendations based on those evaluations that are intended to be used at the hearing. A hearing officer may refuse to allow you to introduce any undisclosed evaluations or recommendations at the hearing without consent of the other party.

The Hearing Decision

The hearing officer must reach a final decision in the due process hearing and give a copy of the decision to each party not later than 45 days after the 30-day period or within the adjusted time periods. The hearing officer is encouraged to accelerate the timeline to 30 days for a child under the age of three whose needs change rapidly and who requires quick resolution of a dispute. The hearing decision timeline may be extended if the hearing officer determines that good cause exists. The hearing officer must conduct oral arguments in a hearing at a time and place that is reasonably convenient to you and your child. The hearing officer's decision whether an infant or toddler was appropriately identified, evaluated, or placed, or whether the infant or toddler with a disability and the family were appropriately provided early intervention services under Part C of the IDEA, must be based on substantive grounds. The hearing decision is final unless you or the district files a civil action. A hearing officer does not have the authority to amend a decision except for clerical and mathematical errors.

Separate for Due Process Complaint

You have the right to file a separate due process complaint on an issue separate from a due process complaint already filed.

Complaints and Hearings Database

Final decisions on special education complaints and due process hearings are available to the public on MDE's Complaint and Hearing Decisions web page. Decisions available in the database are redacted and all personally identifiable information is removed.

Civil Action

When you or the district disagrees with the findings or decisions made by a hearing officer, either party may file a court action and appeal the decision. The action may be brought in federal district court or the state court of appeals. Different standards of review apply in each court. An appeal to the state court of appeals must be made within 60 calendar days of your receipt of the decision. An appeal to federal district court must be made within 90 days of the date of the decision. If you file an appeal, an impartial review of the findings and decision appealed will be made.

Placement During a Hearing or Civil Action

During a hearing or court action, unless you and the district agree otherwise, your child must continue to receive the appropriate early intervention services in the setting identified and that you consented to in the IFSP. If the complaint involves an application for initial services under Part C of the IDEA, your child must continue to receive those services that are not in dispute.

Expedited Due Process Hearings

You or a school district may file a written due process complain and request for an expedited due process hearing.

Expedited hearings must be held within 20 school days of the date the expedited due process complaint is filed. The hearing officer must issue a decision within 10 school days after the hearing. A resolution meeting must occur within seven days of receiving the expedited due process complaint unless you and the school district agree in writing to either waive the resolution meeting or use the mediation process. The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of receiving the expedited due process complaint.

APPENDIX F: PAWN Special Education Agreement

PAWN SPECIAL EDUCATION AGREEMENT

THIS PAWN SPECIAL EDUCATION AGREEMENT ("Agreement") is entered into this 15 day of November, 2021, by and between the following Minnesota Independent School Districts ("Member Districts"): Park Rapids Area Independent School District #309; Walker-Hackensack-Akeley Independent School District #113; Nevis Independent School District #308; Pine Point Independent School District #25 and Up North Learning Center Independent School District #6099. All Member Districts are considered governmental units in accordance with Minnesota Statutes § 471.59.

WHEREAS, each Member District has determined that required special education services can best be delivered through cooperative efforts with other Member Districts; and

WHEREAS, Minnesota Statutes § 471.59 authorizes the Member Districts to cooperatively exercise any power common to the contracting parties; and

WHEREAS, the parties desire to enter into the terms of an Agreement as hereinafter provided, to govern the activities and implement the purpose herein stated, subject to approval of the Member Districts.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Background and Purpose**

Member Districts agree:

a. to be bound by this Agreement, which establishes a cooperative arrangement to be known as PAWN Special Education, as approved by majority vote of a quorum of each school board of the Member Districts;

b. that the purpose of this Agreement shall be to provide, by cooperative efforts, comprehensive education programs to be efficiently and effectively operated by this group of Member Districts;

c. this Agreement amends and supersedes previous Memoranda of Understanding or Agreements among Member Districts and is effective upon execution by the Member Districts; and

d. that PAWN Special Education shall facilitate the delivery of services required by state and federal law and regulations, the Minnesota Commissioner of Education, and the Member Districts. The care, management and control of the PAWN Special Education shall be vested in the Member Districts in accordance with this Agreement.

2. PAWN Special Education Board

Member Districts agree to establish and maintain a PAWN Special Education Board as follows:

a. **Representatives**. The PAWN Special Education Board shall consist of two Representatives from each Member District, one of which shall be an ex officio member—the Superintendent of Schools—and one of which shall be voting member—a current school board member—from each Member District;

b. **Appointment**. Each Representative shall be appointed for a two-year term, may be reappointed, and shall continue to serve until a successor is appointed. Each Member District shall be entitled to only one vote, which must be made in person and not by proxy;

c. **Vacancy**. A Board vacancy shall be filled for the unexpired term by appointment of the governing body of the Member District whose seat is vacant within 30 days following the vacancy;

d. **Alternate**. Each Member District shall appoint an alternate to represent it when its voting member Representative is unavailable;

e. **Elected Officers**. The elected officers of the PAWN Special Education Board shall be a Chairperson and a Secretary. The Secretary of the PAWN Special Education Board shall be the Director of Special Education and, as such, shall serve in the capacity of an Executive Secretary. The Executive Secretary shall have no vote and no authority to act as a Board member. The Chairperson shall be a superintendent as chosen by the voting representatives and the Chairperson shall not have a vote; and

f. **Quorum.** A quorum shall consist of a majority of all the voting members of the PAWN Special Education Board. At any meeting at which a quorum is not present, the Representatives in attendance have the power to set the time and place for the next meeting.

3. PAWN Special Education Board Officers' Authority

Member Districts agree that:

a. the PAWN Special Education Board, in addition to the authority found elsewhere in the Agreement, is empowered generally to act in the interest of the Member Districts; and

b. the Chairperson is authorized to conduct the meetings, execute undertakings offered as directed by the Board and is the office representative of the Board in all matters relating to PAWN Special Education.

4. PAWN Special Education Board Responsibilities

Member Districts agree that their appointed Representatives shall:

a. provide a thorough and continuing system of reporting to and communication with the Board of Education of each Member District;

b. employ a Director of Special Education who shall be responsible to the Board for the administration of the special education services;

c. provide or procure necessary facilities, equipment, and property to purchase, lease, grant or, through other lawful means, use in accordance with the scope of this Agreement and to dispose of same in accordance with law and this Agreement when the need for such facilities, equipment and property has ended or when the Agreement is terminated;

d. enter into contracts and disburse funds, as the Board deems appropriate by law, regulation, or order, for the manner of use and for the supervision and disposition of property assigned to, held by, or managed by it;

e. employ personnel, as the need arises, as contract employees, or as employees or independent contractors in a temporary or consultative capacity, but only to the extent that funds have been

made available to it for that purpose;

f. approve all necessary and appropriate disbursements of funds within the framework of the budget;

g. establish and maintain a schedule of time and place of its meetings and give notice of regular and special meetings as required under the Minnesota Open Meeting Law (Minnesota Statutes, Chapter 13D). The Board shall also comply with state law requirements applicable to school boards;

h. establish, review regularly, and clarify this Agreement as necessary, specifying the duties and powers of its officers and the meeting dates of the Board, as well as such other provisions as may be usual and necessary for the efficient conduct of the business of the PAWN Special Education Board;

i. apply for and receive federal, state, local, and private funds for which PAWN Special Education may be eligible;

j. organize and establish special educational programs for Member Districts;

k. annually formulate a federal special education budget prior to July 1 of each year for each Member District. The budget shall include line-item budgets for administration and operation of PAWN Special Education services provided by the Member Districts and services shared by Member Districts and agencies;

l. establish and adopt fiscal, personnel, and other policies to govern the administration and operation of its services as well as those services and staff shared by Member Districts and/or other agencies; and

m. do what is reasonably necessary to achieve the purpose of this Agreement in compliance with its terms and with all applicable state and federal laws.

5. Fiscal Agents

Member Districts agree to maintain financial services for the management of the fiscal affairs related to the operation of providing special education services, and to provide contracted services that include:

a. maintaining records, disbursing funds, and accepting receipts in accordance with the budget as approved by the Director of Special Education and the administration of Member Districts;

b. applying for, receiving, and administering federal and state aids, grants, and reimbursements for programs carried out by the members of PAWN Special Education;

c. making payments to and requiring payments from Member Districts as necessary and appropriate under the law, and through the use of Purchase of Service (POS) agreements;

d. requiring the Fiscal Host to bill each Member District for its proportionate share of the costs of operations of special education services (POS agreements);

e. making necessary reports to state and other agencies and filing all claims for reimbursement and state and federal aids to which special education is entitled;

f. establishing and maintaining financial records from which an annual audit report may be derived; and

g. if requested, providing an annual audit report to each of the Member Districts.

6. Programs and Services

Member Districts agree to:

a. coordinate and utilize staff to provide programs for students with disabilities;

b. coordinate and utilize staff to provide Low Incidence Services, which shall be coordinated with the Region 1 & 2 Project;

c. research, evaluate, and plan programs and/or staff development;

d. provide Summer Extended School Year (ESY) programs;

e. provide, manage, and implement Assistive Technology for educational programs;

f. ensure that improved learning will be an ongoing goal and function of PAWN Special Education;

g. develop and administer legally compliant special education practices and procedures;

h. engage in comprehensive planning will be an ongoing function and goal of PAWN Special Education; and

i. monitor compliance with state and federal laws.

1. Separate Benefits

Member Districts agree that nothing herein shall prevent any Member District from applying separately for any benefits to which it may be entitled.

2. Addition of Member Districts

Member Districts agree that any school district, regardless of whether it is an original Member District, may become a member following application to PAWN Special Education and, if approval by a majority of the current Member Districts, subject to this Agreement. Before any school district is accepted to PAWN Special Education, the cost and fiscal responsibility shall be presented in writing to the school district requesting membership. Membership shall become effective on the date of execution by the new Member District of this Agreement.

3. Withdrawal

Member Districts of PAWN Special Education agree to be bound by the terms of this Agreement during any fiscal year in which they are a member, including the following terms of withdrawal:

a. any Member District may withdraw from membership by giving to the other Member Districts written notice of its intention to withdraw before July 1. Such withdrawal, however, shall become effective only on June 30 of the following fiscal year. The withdrawing member is encouraged to submit comment as to why it is withdrawing;

b. in the event a Member District consolidates with another Member District and thereby creates

another new school district, the new consolidated district continues as a member and assumes responsibility for the debts and assets of the two Member Districts;

c. upon withdrawal of membership in this Agreement, the withdrawing Member District shall be refunded its proportionate share of current depreciated value of any real or personal property it helped purchase. The amount refunded shall not exceed the proportionate share originally paid by the withdrawing district for said property; and

d. the withdrawing Member District shall have rights and responsibilities affecting employees in accordance with Minn. Stat. § 123A.33 when the withdrawal has occurred in order for the withdrawing district to provide the same educational services or programs by other means.

4. Termination of PAWN Special Education Agreement

Member Districts agree this Agreement may be terminated by a two-thirds vote of the PAWN Special Education Board. Such determination, however, shall become effective only on June 30 of the fiscal year following the one in which the vote occurred.

5. Liability Limitations

In accordance with Minnesota law, and specifically Minn. Stat. § 136D.83, no Member District shall have individual liability for the debts and obligations of the PAWN Special Education Board, except as described herein; nor shall any individual serving as a member of the Board have personal liability.

6. Review and Amendment

The PAWN Special Education Board shall review this Agreement annually. The PAWN Special Education Board also shall review and approve Purchase of Service Agreements annually. Necessary amendments shall be identified and proposed to the school boards of each Member District. The amendments must be adopted by majority vote of the full membership of each Member District's school board. No Amendment shall become effective until after it is so approved by all Member District school boards. Should any provisions be found unlawful, the Agreement shall be amended so that the Agreement is lawful.

7. Claims Arising out of Activities of the Cooperative

Any limit(s) of liability applicable to the Member Districts of PAWN Special Education may not be added together or stacked for any purpose. The total aggregate liability of one or more of the Member Districts or their respective officers or employees arising out of the activities of the cooperative shall not exceed the limits for a single Member District as set forth in Minn. Stat. § 466.04 (1).

8. Unemployment Claims

In the event of unemployment claims to the host district, the host district will bill the prorated amount of the total unemployment claim back to the member districts.

9. Insurance

The PAWN Special Education Board shall maintain individually, or as an additional insured on the respective parties' insurance policies, necessary public liability insurance and other insurance coverage with a minimum of $1,000,000.00 combined single-limit coverage for the operations of the activities of the PAWN Special Education Board, its programs, and activities.

10. Liability Insurance

Member Districts shall list PAWN Special Education on their district's liability insurance policies in order to protect all members on liability issues.

11. Term

This Agreement shall continue from year to year but may be terminated at any regular meeting by a majority vote of the PAWN Special Education Board.

IN WITNESS WHEREOF, this Agreement is entered into by the action of the governing body of each original signatory, and in attestation thereof this instrument is signed in their respective names; by direction of their Boards of Education by their respective clerks in Park Rapids Area Independent School District #309, Walker-Hackensack-Akeley Independent School District #113, Nevis Independent School District #308, Pine Point Independent School District #25.

PARK RAPIDS AREA INDEPENDENT SCHOOL DISTRICT #309

_____ _____
Superintendent Date

WALKER-HACKENSACK-AKELEY INDEPENDENT SCHOOL DISTRICT #113

_____ _____
Superintendent Date

NEVIS INDPENDENT SCHOOL DISTRICT #308

_____ _____
Superintendent Date

PINE POINT INDEPENDENT SCHOOL DISTRICT #25

_____ _____
Superintendent Date

UP NORTH LEARNING CENTER INDEPENDENT SCHOOL DISTRICT #6099

_____ _____
Superintendent Date

DIRECTOR OF SPECIAL EDUCATION

_____ _____
PAWN Director of Special Education Date

APPENDIX G: Region 2 Help Me Grow Interagency Early Intervention Committee (IEIC) Operating Procedures

Region 2 Interagency Early Intervention Committee (IEIC)
OPERATING PROCEDURES
Adopted April 2019

Glossary of Terms
ICC – Governor's Interagency Coordinating Council
IEIC – Interagency Early Intervention Committee
Regional IEIC – Region 2 IEIC

Purpose of the Committee
The purpose of the Region 2 IEIC is to develop and assure the implementation of interagency policies and procedures, in a way that is consistent with other regions throughout the state, so that eligible children ages birth to five and their families are identified and have access to appropriate services and supports.

Requirements of the Committee
125A.30 INTERAGENCY EARLY INTERVENTION COMMITTEES
(a) A group of school districts or special education cooperatives, in cooperation with the health and human service agencies located in the county or counties in which the districts or cooperatives are located, must establish an Interagency Early Intervention Committee for children with disabilities under age five and their families under this section, and for children with disabilities ages three to 22 consistent with the requirements under sections 125A.023 and 125A.027. Committees must include representatives of local health, education, and county human service agencies, early childhood family education programs, Head Start, parents of young children with disabilities under age 12, child care resource and referral agencies, school readiness programs, current service providers, and agencies that serve families experiencing homelessness, and may also include representatives from other private or public agencies and school nurses. The committee must elect a chair from among its members and must meet at least quarterly.

(b) The committee must develop and implement interagency policies and procedures concerning the following ongoing duties:

> (1) develop public awareness systems designed to inform potential recipient families, especially parents with premature infants, or infants with other physical risk factors associated with learning or development complications, of available programs and services;
>
> (2) to reduce families' need for future services, and especially parents with premature infants, or infants with other physical risk factors associated with learning or development complications, implement interagency child find systems designed to actively seek out, identify, and refer infants and young children with, or at risk of, disabilities, including a child under the age of three who: (i) is the subject of a substantiated case of abuse or neglect or (ii) is identified as directly affected by illegal substance abuse, or withdrawal symptoms resulting from prenatal drug exposure;
>
> (3) implement a process for assuring that services involve cooperating agencies at all steps leading to individualized programs;
>
> (4) identify the current services and funding being provided within the community for children with disabilities under age five and their families; and
> (5) develop a plan for the allocation and expenditure of federal early intervention funds under United States Code, title 20, section 1471 et seq. (Part C, Public Law 108-446) and United States Code, title 20,section 631, et seq. (Chapter I, Public Law 89-313).

(c) The local committee shall also participate in needs assessments and program planning activities conducted by local social service, health and education agencies for young children with disabilities and their families.

Relationships/ Alignment / Priorities

This section serves to clarify the required roles of the state, regional and local entities within the Statewide early intervention system. Roles and responsibilities have either changed from how things have been done in the past or they have been clarified to comply with state statute. Clarifying the roles will help to ensure that communication occurs within and between the three entities.

- **Lead Agency and State Partners**

Minnesota Department of Education is the lead agency for Part C Early Intervention services, with Minnesota Department of Health and Department of Human Services participating as state partners, in delivering a comprehensive and coordinated interagency system. State agency staff may attend and participate in the Region 2 IEIC as ex officio members. Minnesota Department of Education will determine a way to establish this across the state (i.e., state staff could be a liaison with each region for attendance at meetings, etc.).

- **Governor's Interagency Coordinating Council (ICC)**

The Region 2 IEIC designee will attend the ICC meetings and report the business of the Regional IEIC to the ICC in the role of a guest.

- **Special Education Administrative Units (SEAU)**

The Region 2 IEIC will collaborate with SEAUs to examine and distinguish local vs. regional priorities. Funding priorities will be established to help guide funding decisions at the SEAU.

- **Other Local Agencies**

Linkages to local entities (community-based service providers) should be maintained. SEAUs and local agencies will collaborate to maintain established relationships.

- **Centers of Excellence for Young Children with Disabilities Project (COE)**

The Region 2 IEIC will collaborate with the COE to ensure that ongoing training needs are met. The COE will participate in assessing district/local agency needs for training. Districts are strongly encouraged to align training with the COE to avoid duplication of training efforts.

Operational Considerations

Fiscal Host

A fiscal host has been designated by the IEIC. The agency designated as the fiscal host must be an eligible recipient of federal special education funds and agrees to expend these federal funds consistent with the approved budget and in accordance with the "Statement of Assurances" as signed by the district special education director and superintendent.

The fiscal host for the Region 2 IEIC is the Bemidji Regional Interdistrict Council (BRIC).

Local Primary Agency (LPA)

An LPA has been determined by the IEIC. The LPA will perform duties consistent with Minnesota Statutes, section 125A.31 including: providing oversight of funds received through the annual fund request and providing oversight for data collection efforts.

The local primary agency for the Region 2 IEIC is Bemidji Regional Interdistrict Council (BRIC).

Maintain Documents

Bemidji Regional Interdistrict Council (BRIC) will maintain IEIC documents. Examples of documents include Operating Procedures, Work Plan, meeting minutes, fiscal host, membership rosters, meeting sign-in sheets, and other documents as identified.

Website Posting

Minutes, agendas, and other pertinent information will be posted on the Bemidji Regional Interdistrict Council (BRIC) website (www.bric-k12.com). Upon implementation of The Centers of Excellence for Young Children with Disabilities Project website Region 2 IEIC may post regional work on this website as well.

Process to Change Operating Procedures

Changes to operating procedures will be brought forward as agenda items. Voting on changes to operating procedures would occur at Region 2 IEIC meetings unless an electronic vote is recommended. If electronic voting is needed, proper documentation explaining the proposed change will be sent with the request for electronic vote.

Demographics

Geographic Area Served
Region 2

School Districts
Bagley, Bemidji, Blackduck, Cass Lake-Bena, Clearbrook-Gonvick, Kelliher, Lake of the Woods, Laporte, Mahnomen, Park Rapids, Pine Point, Nevis, Red Lake, Walker-Hackensack-Akeley, Waubun

Counties
Becker, Beltrami, Cass, Clearwater, Hubbard, Lake of the Woods, Mahnomen

Head Start
Bi-County Community Action Program, Inter County Community Council, Leech Lake, Mahube-Otwa Community Action Partnership, Northwest Community Action, Red Lake, White Earth

Reservations
Leech Lake, Red Lake, White Earth

Membership

Mandated Sector Membership Requirement: (*according to statute*)
Representation:

- Health
- Education
- County Human Services
- Early Childhood Family Education programs
- Head Start
- Parents of young children with disabilities under age 12
- Child Care Resource and Referral
- School Readiness programs
- Agencies that serve families experiencing homelessness
- Current service providers
- May also include representatives from:
    - Private agencies
    - Public agencies
    - School nurses

Additional Members Identified: (other members identified by the Region 2 IEIC):
Tribal Head Start
Tribal Health
Early Childhood Mental Health

Ex Officio:
Region 2 Early Childhood Professional Development Facilitator

Recruitment/ Selection of Members:
To be determined by the Region 2 IEIC.

Chair/ Co Chair and Secretary:
The Region 2 IEIC will select a chairperson and vice chairperson (past chairperson). The role of secretary will be fulfilled by Region 2 IEIC members on a rotating basis.

Assurance of Area Representation:
There is representation from each county within the Region 2 service area and the area representative will bring information to and share information from those constituents.

Removal/Replacement:
If a member of the Region 2 IEIC is not able to continue on the Regional IEIC, the vacancy must be filled by the next representative agency in the rotation cycle. In the event a Regional IEIC committee member shall miss two of the scheduled committee meetings in a twelve-month period without notifying the IEIC Chair, the Chair of the Region 2 IEIC Committee shall have the right to remove the absent member and the membership committee shall fill the vacancy thereby created.

Conflict of Interest:
Any individual working for an agency that may benefit from a decision that is made would need to disclose that potential conflict of interest. No member of the Committee may cast a vote on any matter that would provide direct financial or other perceived benefit to that member or otherwise give the appearance of a conflict of interest.

Terms of Membership:
Terms of membership on the Region 2 IEIC are staggered by 2 year terms and 3 year terms and are based on representative group. The current member and representative group are outlined on the attached Regional IEIC Rotation document.

While each representative group will have a voting member identified on the Rotation document, all agencies within each representative group are invited to have an attendee at all meetings of the Region 2 IEIC.

Meetings
Meetings of Members:
The Region 2 IEIC will meet 4 times per year. Region 2 IEIC meetings are public meetings.

Meeting Cycle:
Quarterly meetings (minimum frequency) will be held with dates determined by consensus of Region 2 IEIC members.
1st Q: January-March
2nd Q: April-June
3rd Q: July-September
4th Q: October-December

Meeting Notification:
Notices, agendas, and supporting documents will be sent out electronically (unless requested otherwise) prior to meetings.

Ground Rules:
To be determined by the Region 2 IEIC.

Attendance:
Two consecutive absences without notifying the chair could result in dismissal from the Committee. Designees may be assigned as follows: When members are unable to attend scheduled Region 2 IEIC meetings, they may assign a designee to the Chair. This designation must be done in advance of the meeting. The designee shall have the authority to exercise the full privileges of the absent member.

If a member is unable to attend and does not assign a designee, the chair will identify the representative group the absent member represents and will choose a designee from those attendees who are present at the meeting. The chosen representative will be an attendee from the agency that is next in succession on the rotation document and shall have the authority to exercise the full privileges of the absent member.

Decision-Making Process/Voting:
The Region 2 IEIC will use electronic voting when decision timelines fall outside of regular scheduled meetings.

Distribution of Meeting Minutes to Other Stakeholders, Interested Parties:

To ensure that decisions and regional committee work are available to all interested parties, minutes and other relevant information will be posted on the BRIC website (www.bric-k12.com).

Electronic Participation:
Electronic meeting participation, via phone or a virtual meeting platform is allowed. Attendees who wish to participate via virtual meeting shall provide the Chair a 24-hour prior notice in advance of the scheduled meeting.

Absentee Voting:
A member who is unable to attend a meeting may vote on any noticed action item by submitting his or her vote in writing to the Chair(s) in advance of the meeting in which the action will be taken. Such vote may be sent by mail, email or facsimile transmission.

Standing Agenda Format:
The Region 2 IEIC will determine if a standing agenda format is needed.

Quorum:
A quorum will consist of 6 Region 2 IEIC voting members.

Voting:
Decisions by the Region 2 IEIC shall, to the extent possible, be made by consensus of members (and designees), unless an exception is noted. If there is no consensus, decisions shall be made by a majority vote (51% or more) of the members (and designees) in attendance. In the case of a tie vote, the motion will be tabled until such time as the chair has provided forty-eight hours for non-attending voting membership to cast an electronic ballot. In this instance, vote counts from the attendees and non-attendees will be combined and decisions shall be made by a majority vote (51% or more) of the voting members (and designees).

Conflict:
When a decision cannot be reached, an outside facilitator may be brought in to assist, if needed.

Reimbursement Policies:
Region 2 IEIC members serving within his/her assigned job duties will not be eligible to be reimbursed by the Region 2 IEIC. Parent representatives serving on the Region 2 IEIC will receive a $50 stipend for each meeting attended. This stipend will be adjusted to include mileage reimbursement for parent members living or working outside the Bemidji area. Parent member mileage will be reimbursed at the current federal rate and will be in addition to the $50 meeting stipend. Mileage will be calculated as round trip from the parent member's home or workplace to the meeting location.

Standing Sub-Committees:
The committee structure shall be determined by the Region 2 IEIC. The Region 2 IEIC Chair may appoint IEIC members, community representatives, agency liaisons to each committee, considering individual interests and expertise. Other workgroups and task forces may be designated in order to conduct the business of the Region 2 IEIC. The Chair(s) of the Sub Committees will be appointed by the Region 2 IEIC Chair.

Year IEIC established: 2011
Changes to operating procedures: April 2015 / April 2019
Changes to operating procedures: _____ / _____

APPENDIX H: Operating Procedures for Special Education Advisory Council (SEAC)

Purpose

The purpose of the Special Education Advisory Council (SEAC) is to ensure parental input as the PAWN member districts strive to provide quality special education services to students ages Birth to age 22 while adhering to the following PAWN Special Education mission statement:

> PAWN Special Education is an inclusive community where all persons will reside, grow, and benefit by being with each other at home, at school and in the community. The mission of PAWN Special Education is to deliver an array of services, facilitate the education of students, and provide opportunities for successful, meaningful learning.

Role of SEAC Members

The role of PAWN Special Education SEAC members is to provide the following:

1. Support school staff in developing or improving special education services
2. Support activities on behalf of students with disabilities
3. Assist in developing cooperative relationships between stakeholders
4. Facilitate communication between parents and school personnel related to the provision of special education services

Membership

Official membership on the council will be determined in one of two ways:

1. Parents and staff will be recruited based on administrative recommendations or
2. Parents and staff may request to be a member of the council by contacting the Director of Special Education in writing and providing a brief statement as to why they are interested in joining the SEAC

SEAC members will serve two-year terms corresponding with the school district's fiscal year. These terms will automatically renew unless a new parent or staff member request for membership is received.
The committee shall include representatives from parents and PAWN member districts staff. The total SEAC membership will be determined by parent and staff interest in serving on the committee, with at least 50% of the committee comprised of parents of children with disabilities and with no more than 16 total members. Potential areas of representation include:

1. Parents representing children with disabilities from various ages, grades, disability areas, public and nonpublic schools
2. School board members
3. Representation from local agencies supporting youth with disabilities
4. Special education teachers
5. Special education coordinators
6. Director of special education

Meetings

The SEAC shall meet at least annually in October at 4:00 in Nevis with additional meetings called at the discretion of the Director and/or a majority vote of the SEAC membership. All SEAC meetings shall be limited to 1 hour in length and will be open to the public. Agendas will be set by the Director of Special Education in consultation with committee members.

Operations and Procedures

The SEAC shall advise the Director of Special Education regarding current issues, program development, parental concerns, and guidelines and procedures. The SEAC shall have access to the Superintendents of Schools through the Director of Special Education. Reports of committee membership, attendance, activities, and recommendations shall be maintained by the Director of Special Education and shared with the SEAC membership.

Staff

The Director of Special Education shall serve as an ex-officio member of the SEAC. The Director shall arrange for appropriate meeting space and mail out meeting notices, agendas, and minutes.

APPENDIX I: Up North Learning Center Agreement

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members" and individually as "Member," which are signatories to this "Agreement."

ARTICLE I
ENABLING AUTHORITY AND PURPOSE

1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties.

1.2 The purpose of this Agreement is to provide a Level IV special education setting for students of the member districts and districts in the surrounding areas, as well as other special education and related programs for the member districts.

1.3 The Up North Learning Center is established as a governmental unit under the above-referenced authority and requirements of state law to jointly exercise the powers common to the signatories for the provision of special education services and to provide other similar and related programs as determined by the Joint Board.

1.4 The Joint Board shall have the authority to explore and implement additional programs and services and alternate methods for the delivery of services and programs to students.

ARTICLE II
DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this article shall have the meanings given them.

2.1. "Up North Learning Center" or "Learning Center" means the Joint Powers Organization created pursuant to this Agreement.

2.2. "Member" or "Member District" means a School District that is a signatory to this Agreement and has not given notice to withdraw pursuant to Article VIII.

2.3. "Board" means the governing body of the Up North Learning Center, consisting of one current School Board Member from each Member School District, and one alternate current School Board who may attend in the place of the Board Member in place of the Board Member.

2.4 "MDE" means the Minnesota Department of Education.

2.5 "Resident District" means the District where a student resides, which may be a Member District or another District that the Learning Center agrees to accept a student for placement.

2.5 Day or days shall refer to calendar days. Fiscal Year shall be July 1 to June 30.

ARTICLE III
JOINT POWERS BOARD

3.1 The Joint Powers Board ("Board") shall take such action as it deems necessary and proper to accomplish the purposes of the Up North Learning Center and any other action necessary and incidental to the implementation of said purpose or action. The Board is hereby authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and such powers set forth in the Bylaws that are consistent with the terms of this Agreement.

3.2 Member Districts, by executing this Agreement, recognize the Board as the governing authority of the Up North Learning Center.

3.3 The Board shall be made up of one School Board member of each Member District. The Board Member shall be a current School Board Member of the Member District. Any Board Member or Alternate shall be subject to removal by the appointing School Board at any time, with or without cause. A vacancy of a Board Member or Alternate shall be filled by the Member School Board that appointed the Board Member or Alternate.

ARTICLE IV
POWERS AND DUTIES OF THE BOARD

4.1 The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the Up North Learning Center including development and implementation of necessary educational programs, necessary supplies, equipment, vehicles, services and employing necessary or advisable personnel or consultants, and operating and maintaining any systems necessary for the provision of educational services and data management. Any of the foregoing activities, or any other activities authorized by this Agreement, may be accomplished by entering into contracts, leases, or other agreements with others, whenever the Board shall deem this to be advisable.

4.2 The Board shall approve and oversee programs and services consistent with the purpose of this agreement.

4.3 The Board shall adopt such policies and procedures that it deems necessary and prudent to govern the operation of the Up North Learning Center and its programs, consistent with applicable law.

4.4 The Board may adopt such policies and procedures to allow students of non- member School Districts to attend programs so long as students of Member Districts are given preference for such programs, and sufficient space is reserved for Member Districts.

4.5 The Board shall have the power to make contracts as it deems necessary to make effective any power to be exercised by the Learning Center pursuant to this Agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ or contract with a School District for the employment of such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the Learning Center; to acquire, hold and dispose of property both as the Board deems necessary; and to contract for space, materials, supplies and personnel either with a Member District or with a number of Member Districts or elsewhere.

4.6 The Board may establish and collect fees for its services to Members and to others.

4.7 The Board may apply for and receive educational funding, including state and federal funds and reimbursements as may be applicable.

4.8 The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

4.9 The Board shall cause a regular, periodic independent audit of the books to be made and shall make a regular, periodic financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.

4.10 The Board shall establish the annual budget for the Learning Center as provided in this Agreement.

4.11 The Board shall adopt and follow such bylaws as may be appropriate and consistent with this agreement and law.

Bylaws shall be adopted by and amended by a majority vote of the full Board after review of the proposed amendment at a prior meeting and distribution of the proposed amendment to all Directors in advance.

4.12 Committees shall be appointed by the Board and shall be delegated such authority as the Board deems appropriate.

4.13 The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of the Learning Center. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of School District funds.

4.14 The Board may pay reasonable and necessary expenses of Board Members and Alternates incurred in connection with their duties as such and as committee members, and may elect to pay per diems on such terms as it deems advisable and consistent with applicable law.

4.15 The Board shall purchase public liability insurance and such other bonds or insurance as it may deem necessary.

4.16 The Board may develop additional rules concerning the financing of the Learning Center and the disbursement of funds may be adopted by the Board provided they are not inconsistent with the provisions contained in this Agreement or state statutes.

4.17 The Board may exercise any power necessary and incidental to the implementation of its powers and duties.

ARTICLE V
FINANCING AND DISBURSEMENT OF FUNDS

5.1 The Board shall have exclusive control over all monies credited to any Learning Center fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, and contractual obligations.

5.2 The Up North Learning Center will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of the Learning Center.

5.3. The Up North Learning Center shall be responsible for collecting and accounting for all revenue and reporting, including but not limited to state and federal regular education, special education, Medical Assistance, as well as reporting and tracking all expenses, the prompt payment of bills, and invoicing Resident Districts obtaining services from the Learning Center for services that is has not received full funding for directly from MDE. The Learning Center shall maintain all financial record which shall be available to Members upon request and shall be provided for auditing purposes consistent with state law. The Board may employ necessary staff to perform these functions or contract with a Member District to serve as Fiscal Agent to perform these functions.

5.4 Resident Districts shall be primarily responsible for the transportation of students to and from the Learning Center. The Learning Center will invoice the Resident District for any excess transportation costs incurred on behalf of the enrolled student.

5.5 The Board shall adopt an annual operating budget no later than May 1. The budget must be approved by two-thirds (2/3) of Board Members.

5.6 The adopted budget, which shall describe projected income and expenditures, shall be submitted to each Member School Boards. The adopted annual budget shall include a request to each Member District for a budget contribution to operating expenses as may be deemed necessary and appropriate by the Board.

5.7 Each Member School Board shall establish the revenue that it will provide to the Learning Center for operating expenses, considering the budget request made in the adopted budget submitted in May of each year, and shall notify

the Learning Center of the approval or modification of the budget request no later than June 1.

5.8 The Learning Center shall finance expenses incurred that are not fully funded by state or federal monies, by invoicing each Resident District as may be applicable for all expenses related to their resident student enrolled in the Learning Center. All costs associated with due process proceedings, including, but not limited to, MDE or OCR complaints, hearings or mediations including attorneys' fees, shall be billed to the Resident District.

5.9 Each Member District will pay a proportionate share of operating capital which may be used for cash flow and other purposes, including but not limited to operational expenses, legal fees, consultant fees. The Learning Center shall maintain an accounting of the original contribution of each member to the operating capital fund. Operating capital funds contributed may be reimbursed to the Members as determined by the Board.

ARTICLE VI
FACILITIES, EQUIPMENT AND PROPERTY

6.1 Independent School District No. 113, Walker-Hackensack-Akeley, shall lease a building to the Learning Center. In the event that ISD 113 withdraws from this agreement, the obligation to continue leasing a building to the Learning Center shall cease upon the lease term ending. Any property provided by a Member District to the Learning Center shall be considered a gift. Any property owned by the Learning Center shall be disposed of pursuant to Article VIII in the event of dissolution.

6.2 The Learning Center shall only be responsible for insuring property owned by the Learning Center. Furniture, buildings, automobiles, equipment, and other assets owned by Member Districts will not be insured by the Learning Center.

ARTICLE VII PROCEDURE TO JOIN

7.1 If a School District wishes to join the Learning Center as a Member, it may make written application to the Board. The application shall consist of the School Board applying adopting a resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement.

The applying School Board shall formally submit the adopted resolution under cover to the Chair of the Learning Center. Upon a two-thirds (2/3) approval of the Board Members representing the Members who have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 7.3.
The Board shall notify all Members in writing of its decision.

7.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Board.

7.3 At the time of application, the Learning Center shall notify the applying School Board of the amount of operating capital the joining member will be required to contribute upon becoming a Member. Approval of membership by the Board shall be contingent upon agreement of the joining School District to contribute its proportionate share of operating capital.

ARTICLE VIII
RIGHT TO WITHDRAW

8.1 A Member District may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The approved Member School Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to the Joint Powers Board Chair. The Notice must be received by January 1 of an odd numbered year to be effective June 30 of the following even numbered year, providing at least eighteen

(18) months for the withdrawal process.

8.2 Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) majority vote of the non-withdrawing Members of the Joint Board and the withdrawing School District.

8.3 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties.

8.4 Following its withdrawal from this Agreement, the withdrawing Member Districts shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Districts, and the Learning Center. The withdrawing School District shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.

8.5 All private data regarding students enrolled in the Learning Center shall be returned, but the withdrawing party may obtain copies at its expense if authorized to do so by law.

8.6 The withdrawing District shall not be entitled to any funds from the Learning Center upon withdrawal.

ARTICLE IX
AMENDMENT

9.1 Amendments to this Agreement may be proposed either by the Board or by Member Districts. Some changes may be mandated by law. Notice of proposed changes shall be served on all Member Boards by certified mail not later than November 1 of an even numbered year unless an earlier date is mandated by a change in law.

9.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of Member Boards who have not given a notice to withdraw, and shall be approved by the Member Boards no later than December 15 in an even numbered year to be effective June 30 in the next even numbered year, eighteen months later, in order to give any Member not in agreement with the change the opportunity to withdraw, unless an earlier date is mandated by law or the parties unanimously agree to an earlier effective date.

9.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Districts terminate this Agreement.

ARTICLE X
INDEMNIFICATION AND HOLD HARMLESS

10.1 The Up North Learning Center shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Learning Center shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.

10.2 The Up North Learning Center shall fully defend, indemnify, and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs, and expenses by reasons of the action or inaction of the employees or agents of the Learning Center. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.

10.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

10.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Party/Member to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party/Member.

ARTICLE XI
TERMINATION

11.1 The effective date of this Agreement is the 1st day of July, 2021.

11.2 This Agreement shall be effective with respect to a School District upon approval of the governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Members who have approved and signed it.

11.3 This Agreement continues in force until terminated by the respective School Boards of two-thirds (2/3) of the Member Districts who have not given a notice to withdraw.

11.3.1 A Member District that has given notice of withdrawal shall not be counted under this subsection.

11.4 Winding-up and Distribution. Upon termination of this Agreement, the Learning Center shall be dissolved. The Joint Board shall continue to exist after dissolution as long as is necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be prorated and distributed to the Member Districts based upon the percentage of the budget contributed and the overall percentage of services provided to the Member Districts. Additionally, any joint property acquired shall also be liquidated and resulting funds distributed based on the overall percentage of services provided to each Member District.

ARTICLE XII
GOVERNING LAW, FINALITY, SEVERABILITY

12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.

12.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause, or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

12.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter.
All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested in them.

By: _____
Board Chair
Independent School District #113

By: _____
School Board Clerk
Independent School District #113

By: _____
Board Chair
Independent School District #118

By: _____
School Board Clerk
Independent School District #118

By: _____
Board Chair
Independent School District #306

By: _____
School Board Clerk
Independent School District #306

By: _____
Board Chair
Independent School District #308

By: _____
School Board Clerk
Independent School District #308

By: _____
Board Chair
Independent School District #309

By: _____
School Board Clerk
Independent School District #309