



South St. Paul School Board Meeting
Monday, August 24, 2020 5:00 PM
Location: Virtual

Agenda

{{Name: Agenda Item}} {{Speaker: Agenda Item Speakers}} {{AgendaItemEnd}}

I. ROLL CALL

II. APPROVAL OF MEETING AGENDA/MINUTES (Strategic Direction 4)

- A. Approval, for the South St. Paul School Board to approve the August 24, 2020 School Board Meeting Agenda and School Board Meeting Minutes from August 5, 2020 and August 10, 2020. (J. McClellan)

III. REPORTS AND DISCUSSION (Strategic Direction 4)

- A. 2020-21 School Year Update (D. Webb)
- B. Public Listening Session Report (D. Webb)
- C. Staffing (C. Miller)
- D. 2020-21 Proposed Miscellaneous Wages (C. Miller/A. Bushberger)
- E. Policy Review (D. Webb/C. Miller)
 - 1. COVID-19 Face Covering Policy #808
 - 2. Title IX Non-Discrimination Policy, Grievance Procedure and Process #522
- F. Birth-to-8 Joint Powers Agreement (D. Webb)
- G. Board Meeting Structure (J. McClellan)

IV. CONSENT ITEMS (Strategic Direction 3)

A. Financial Claims: Bills Payable (D. Webb)

B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves (D. Webb)

V. POLICY (Strategic Direction 1)

A. Approval, for the South St. Paul School Board to approve the following policies:

1. Student Sex NonDiscrimination #522

2. COVID-19 Face Covering Policy #808

VI. BUSINESS ITEMS (Strategic Direction 3)

A. Approval, for the South St. Paul School Board to approve the Birth-to-8 Joint Powers Agreement (D. Webb)

B. Approval, for the South St. Paul School Board to approve the 2020-21 Miscellaneous Wages. (C. Miller/A. Bushberger)

VII. INFORMATIONAL ITEMS (Strategic Direction 4)

A. **Board Members' Reports/Committee Updates:** Board members will report on recent educational activities/events in which they have participated as well as other informational items

VIII. SUPPLEMENTAL AGENDA

IX. ADJOURNMENT



SOUTH ST. PAUL PUBLIC SCHOOLS
Special School District No. 6

AUGUST 10, 2020

The regular meeting of the Board of Education, Special School District No. 6, South St. Paul, was held virtually on Monday, August 10, 2020. Chair Jeff McClellan called the meeting to order at 5:01 PM with seven Board members present: Inspectors Arend, Bjorklund, Diaz, Felton, Laliberte, McClellan, and Walker. Others present included Superintendent of Schools Dr. Dave Webb and several district leaders.

By Inspector Felton

Seconded by Inspector Bjorklund

That the South St. Paul School Board approves the August 10, 2020 School Board meeting agenda, supplemental agenda, and the minutes of the following meetings:

- A. Regular Board Meeting Minutes, July 27, 2020

Motion carried 7 yeas – Laliberte, Arend, Felton, Diaz, Bjorklund, Walker and McClellan
0 nays

REPORTS AND DISCUSSION

2020-21 School Year Update: Superintendent Webb reviewed the various [learning scenarios](#) (distance, hybrid or in-person) that all school districts are working to create plans for. School Boards will need to determine what the base learning model is that they will start the school year in. Superintendent Webb recommended the hybrid learning model with a four-week soft opening plan. The safe return to school plan with a soft opening includes intentional and deliberate steps to prepare students, families and educators for a safe return to school. During the first two weeks of the school year all students will be in the distance learning model and then we will slowly phase elementary, secondary/CLC, early learning and Adult Basic Education (ABE) students into the hybrid model. The base learning model resolution will go before the School Board for approval this evening.

Public Listening Session: The School Board received one listening session submission from a parent looking for School Board meeting access information.

School Board Meeting Structure: School Board members discussed possible options for their meeting structure for the August 24 meeting and beyond. Board members agreed to continue in a virtual format for the August 24 meeting and then will re-evaluated for the September meetings and beyond.

By Inspector Bjorklund

Seconded by Inspector Felton

- A. Financial Claims—Bills Payable
B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves.

Motion carried 7 yeas – Walker, Arend, Felton, Diaz, Bjorklund, Laliberte and McClellan
0 nays

By Inspector Bjorklund
For the South St. Paul School Board to approve the resolution for the Adoption of the Base Learning Model for the 2020-21 School year and Other COVID-19 Related Matters.

Seconded by Inspector Felton

Motion carried 6 yeas – Bjorklund, Walker, Laliberte, Felton, Diaz, and McClellan
1 nay – Arend

By Inspector Bjorklund
For the South St. Paul School Board to approve the River Heights Building naming recommendation of the South St. Paul Education Center.

Seconded by Inspector Walker

Motion carried 6 yeas – Diaz, Bjorklund, Walker, Laliberte, Felton and McClellan
1 nay – Arend

The School Board members reported on various informational items and committees in which they serve.

By Inspector Walker
That the School Board moves to adjourn the August 10, 2020 meeting at 6:08 PM.

Seconded by Inspector Diaz

Motion carried 7 yeas – Felton, Diaz, Bjorklund, Walker, Laliberte, Arend and McClellan
0 nays

Official Board Minutes are available in the District
Office at 104 – 5th Ave. So. – So. St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
School Board



SOUTH ST. PAUL PUBLIC SCHOOLS Special School District No. 6

AUGUST 5, 2020

A special meeting of the School Board, Special School District No. 6, South St. Paul, was held virtually on Wednesday, August 5, 2020. Chair Jeff McClellan called the meeting to order at 4:30 PM with seven Board members present: Inspectors Arend, Bjorklund, Diaz, Felton, Laliberte, McClellan, and Walker. Others present included Superintendent of Schools Dr. Dave Webb and several district leaders.

2020-21 School Year Planning

Superintendent Webb reviewed details of the three flexible learning scenarios that school leaders are working towards building through guidance from the state. There are a number of prevention practices and safety protocols that are being implemented such as face coverings, daily health screening, deep facility cleaning, visitor restrictions etc.

Learning Director Chad Schmidt reviewed the hybrid model schedule that would have all K-12 students divided into two groups. Group one students will attend class in-person on Mondays and Thursdays and distance learning on Tuesday, Wednesday, and Friday. Group two students will be attending in-person on Tuesday and Friday and distance learning on Monday, Wednesday, and Thursday. Wednesday is a distance learning day for all students to allow for additional deep cleaning opportunities.

Superintendent Webb shared that the building leaders and design teams have been working hard to redesign the distance learning model that was offered last spring in order to address the inadequacies identified by students, staff, and families.

On July 30, Governor Walz announced that School Boards will need to decide what their base learning model is to start the school year. Superintendent Webb shared that the decision is complex and must balance the current COVID-19 cases in our county, input from our community and staff, and the operational implications such as staffing and busing within the recommended guidelines.

By Inspector Arend

Seconded by Inspector Diaz

Approval, for the South St. Paul School Board to approve the MSBA resolution.

By Inspector Walker

Seconded by Inspector Laliberte

Approval, for the South St. Paul School Board to approve a motion to postpone the MSBA resolution indefinitely.

Motion carried 7 yeas – Diaz, Bjorklund, Walker, Laliberte, Arend, Felton, and McClellan
0 nays

School Board members acknowledged the hard work and long hours by many in order to prepare these scenarios for the start of the school year. Board members also shared concerns regarding the many unknown components of the various learning scenarios as well as a lack of clarity with staff surrounding those unknowns. District leadership will bring a learning model recommendation before the School Board for approval on Monday, August 10

By Inspector Diaz

Seconded by Inspector Arend

For the School Board to adjourn the August 5, 2020 special meeting at 6:07 PM.

Motion carried 6 yeas – Diaz, Bjorklund, Walker, Laliberte, Arend and McClellan
0 nays

Inspector Felton at 5:30 PM

Official Board Minutes are available in the District
Office at 104 – 5th Ave. So. – So. St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Reports and Discussion

Action Requested: None

Attachment: None

| |
|------------------------------------------------------------------------------------------------------------|
| Topic: 2020-21 School Year Update |
| Presenter(s): Superintendent Dave Webb |
| Background: Superintendent Dave Webb will provide an update on the 2020-21 School Year planning. |
| Recommendation: None. |
| Alternatives: N/A |



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Reports and Discussion

Action Requested: None

Attachment: None

Topic: School Board Listening Session Report

Presenter(s): Superintendent Dave Webb

Background:

Pursuant to Minnesota Statutes section 13D.021, and the current state of emergency declared by the Governor of Minnesota due to the COVID-19 pandemic, the Board Chair and Superintendent of Schools have determined that it is not prudent to conduct an in-person meeting of the School Board nor is it feasible to allow any member of the public to be present at the regular meeting location or any remote sites of any Board Members. All members of the School Board will participate by electronic means.

To allow members of the staff and public the opportunity to provide comments regarding items on the Board Meeting's agenda, the board has established the [Listening Session Sign-up Form](#) on the South St. Paul Public Schools website that must be completed and submitted by 9:00 a.m. the day of the Board meeting. The Board will designate an individual to read a representative sample of the comments at the Board meeting. The public will not be given the opportunity to be heard in person at the Board meetings. This temporarily supersedes Policy 206.

The Board Chair or Superintendent of Schools or their designee, may follow-up, via phone or electronic communication, with the individual submitting the Listening Session Sign-up Form.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020
Place on Agenda: Regular Agenda/Consent Items
Action Requested: Approval
Attachment: Staffing

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Staffing |
| Presenter(s): Human Resource Director Cathy Miller |
| Background: Human Resource Director Cathy Miller will review the staffing that is recommended for approval at the August 24, 2020, school board meeting. |
| Recommendation: Administration recommends approval of the proposed staffing. |
| Alternatives: Amend the motion to remove a certain appointment, resignation, transfer, retirement, abolishment, or leave. Provide administration with directions for next steps. |

VII.A.1 Staff Appointments, Resignations, Retirements, Terminations and Leaves (Cathy Miller)

08-24-20

Certified

A. Appointments/Reassignments

1. Steven Rohrich – .6 FTE Language Arts Teacher-High School, Secondary Building, MA00, Step 1, effective August 24, 2020.

Change of Assignment – effective for the 2020-21 school year

Shawnee Krueger – Change from 1.0 FTE License School Nurse, Kaposia Education Center, to .5 FTE License School Nurse, Kaposia Education Center and .5 District COVID Coordinator

2020-21 ECA

Cross Country – Boys & Girls

| | | |
|--------------|---------------|---------|
| Head Coach | Haack, Jenna | \$4,423 |
| Varsity Asst | Bakken, Chris | \$2,821 |

Equipment Manager

| | | |
|--------------------------|------------|---------|
| Equipment Manager (7-12) | Moen, Paul | \$6,903 |
|--------------------------|------------|---------|

Soccer – Boys

| | | |
|---------------------------|---------------------|------------------------|
| Head Coach | Murphy, Rob | \$5,177 |
| Varsity Asst & JV Coach | Bookler, Patrick | \$3,668 |
| Varsity & Sophomore Coach | Stanke, Julian | \$3,668 |
| Freshman Coach | Podgorski, Alyssa** | \$2,821 |
| Additional Coach (Goalie) | Kelly, Dylan** | \$2,800 (Booster Club) |

Soccer – Girls

| | | |
|---------------------------|------------------|---------|
| Head Coach | Hart, Tom | \$5,177 |
| Varsity Asst/JV Coach | Ricci, Marisaa** | \$3,668 |
| Varsity & Sophomore Coach | Hase, Shauna** | \$3,668 |
| Freshman Coach | Murphy, Connor | \$2,821 |

Swimming – Girls

| | | |
|-----------------------|-------------------|----------------------------------|
| Head Coach | Fischer, Sarah | \$5,177 |
| Varsity Asst Coach | Kier, Ty | \$3,668 |
| Assist – Diving Coach | Kriewall, Karli** | \$1,834 + \$1,825 (Booster Club) |

Tennis – Girls

| | | |
|------------------|------------------|---------|
| Head Coach (50%) | Spreigl, Rebecca | \$2,075 |
| Head Coach (50%) | Meyer, Pepper | \$2,075 |
| Asst. Coach | Sunday, Dave** | \$2,538 |

Student Council

| | | |
|-----------------------|------------|---------|
| Advisor - High School | Bauer, Kim | \$4,027 |
|-----------------------|------------|---------|

Academics/Other

| | | |
|------------------|----------------------|---------|
| Key Club Advisor | Arvidson, Jesse | \$1,402 |
| SADD Advisor | Alejandrino, Lindsay | \$4,020 |

| | | |
|-----------------------------------|-----------------|------------|
| WEB Advisor | Brian, Tiffany | \$1,760 |
| WEB Advisor | Leary, Katie | \$1,760 |
| WEB Advisor | Schultz, Meghan | \$1,760 |
| Affinity Group – BPO | Gay, Amber | \$4,027 |
| Affinity Group – CDLU | Lippke, Shannon | \$4,027 |
| Affinity Group – SAGA (50%) | Zender, Beth | \$2,013.50 |
| Affinity Group – SAGA (50%) | Binder, Allison | \$2,013.50 |
| Affinity Group – Women in Society | Ritzer, Ellie | \$4,027 |

* indicates a non-district employee
 ** indicates a returning non-district employee

2020-21 Building & Instructional Leadership Team (BILT) - \$1,200 Stipend

| | | |
|-----------------|-------------|------------|
| <u>Kaposia</u> | <u>ECSE</u> | <u>CLC</u> |
| Janelle Johnson | Amy Litfin | Ben Peake |

2020 Summer Curriculum Writing (\$29.00 per hour)

| | | |
|----------------------------------------------------------------------|----------------------------------|-----------------------------------------|
| <u>Kaposia</u> | | <u>Lincoln</u> |
| <u>Up to 16 hours</u> | <u>Up to 6 hours</u> | <u>Up to 10 hours</u> (increase from 9) |
| Katie Linscheid | Janelle Johnson Kris Kirchner | Jody Krone |
| <u>Up to 11 hours</u> (increase from 9) | | <u>Up to 7 hours</u> (increase from 6) |
| Kim Dahlen | <u>Up to 1 hour</u> | Jeanine Brown Nicola Derryberry |
| | Sara Hannine | Kristen Spanjers |
| <u>Up to 7 hours</u> (increase from 6) | | |
| Lisa Gorman Erin Gross Kim Laska Janelle Rau Erin Roeske | | |

Secondary Building

| | | |
|------------------------------------------|--------------------------------------------|-----------------------------------------------|
| <u>Up to 36 hours</u> | <u>Up to 21 hours</u> (increase from 18) | <u>Up to 6 hours</u> |
| Randy Bjorklund (increase from 30) | Lindsay Alejandrino Christopher Gustilo | Austin Junker Don Nihart Jody Sielski |
| <u>Up to 34 hours</u> (increase from 31) | | Scott Youdas Beth Zehnder |
| Conrad Anderson | <u>Up to 15 hours</u> | |
| | Brandon Lambert (increase from 9) | |
| <u>Up to 24 hours</u> (increase from 18) | Dylan Olson (increase from 6) | |
| John Devine | | <u>Up to 3 hours</u> |
| Andrew Doran | <u>Up to 9 hours</u> (increase from 6) | Lisa Kaufman Pete Schultz Susan Stabnow |
| | Kari Aanenson Luke Olson | |

B. Resignations/Retirements/Leaves/Reductions/Other

1. Julia Brunner – Resignation from her position as 1.0 FTE Science Teacher, Community Learning Center, effective August 14, 2020.
2. Kayla Rogers – Leave of absence from her position as Licensed School Nurse, Lincoln Center, effective September 24, 2020, through approximately November 25, 2020.

Classified

A. Appointments/Reassignments

B. Resignations/Retirements/Leaves/Reductions/Other

1. Tammy Christopherson – Leave of absence from her position as Office Assistant, Kaposia Education Center, effective August 17, 2020, through November 30, 2020.
2. Jenny Lind – Resignation from her position as Special Education Assistant, Lincoln Center, effective August 17, 2020.
3. Humberto Sanchez Torres – Termination from his position as Part-Time Custodial Cleaner, District Office, effective August 14, 2020.
4. Susannah Spring – Resignation from her position as Nutrition Assistant, Kaposia Education Center, effective August 19, 2020.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, August 24, 2020

Place on Agenda: Committee-of-the-Whole and Regular Agenda

Action Requested: Approval

Attachment: 2020-21 Proposed Miscellaneous Wages

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: 2020-21 Miscellaneous Wages |
| Presenter(s): Cathy Miller, Human Resource Director and Aaron Bushberger, Finance Director |
| Background: Annually, substitute pay rates are recommended to the School Board for approval. In addition, wages for game workers, officials and other miscellaneous tasks are included in this report. |
| Recommendation: Approval of 2020-21 Miscellaneous Wages |
| Alternatives: Do not approve miscellaneous wages and direct administration with next steps. |

2020-21 Miscellaneous Wages

Rates are effective July 1, 2020

Rates are hourly unless otherwise indicated

| Category | Assignment | Wage |
|-------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------|
| Students (District 6) | PAC Building Attendant | \$12.00 |
| | Kids Choice Aide | \$13.00 |
| | Summer Strength Camp | \$12.00 |
| | Summer Basketball Camp | \$12.00 |
| Substitutes | Teacher | \$135/day (\$85 half day only, up to 4 hours) |
| | Teacher (SSP retiree) | \$150/day (\$85 half day only, up to 4 hours) |
| | Preschool Instructor | \$135/day (\$85 half day only, up to 4 hours) |
| | Preschool Instructor – long term substitute (30 consecutive days in the same assignment) | \$29.34 |
| | District/Building Teacher (full day, school year) | \$150/day |
| | School Nurse (LSN/RN credential) | \$25.00 |
| | School Nurse (LPN credential) | \$20.00 |
| | Clerical/Health Assistant | \$14.00 |
| | Student Supervision (lunchroom, crossing guard, bus, parking lot) | \$13.00 |
| | Kids Choice, Classroom, or Early Learning Assistant | \$13.00 |
| | Special Ed Assistant, One-On-One Assistant | \$14.00 |
| | Special Ed Assistant - long term substitute (30 consecutive days in the same assignment) | \$16.00 |
| | District/Building Classroom Assistant (full day, school year) | \$16.00 |
| | Cleaner | \$15.00 |
| | Nutrition Services Assistant | \$13.00 |
| Community Education/ Other | Child Care (events/classes/meetings) | \$15.00 |
| | Facilitator (group/class/event) | \$25.00 |
| | Packer Pad Assistant | \$13.00 |
| | Packer Pad Supervisor | \$13.50 |
| | Summer Strength Advisor | \$18.00 |
| | Summer Basketball Camp Advisor | \$18.00 |
| Game Workers | Tickets/Admissions, Announcer/Press Box, Scorer/Timer, Line Judge, Supervision/Security | \$30 per event |

| | | |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| | <u>Event:</u> Swimming & Diving Girls & Boys, Soccer (Single Game), Gymnastics, Basketball-Varsity, JV, B-Squad (Scorer/Timer/ Announcer), Volleyball (Announcer/Line Judge), Football (Press box) | |
| | Tickets/Admissions, Announcer/Press Box, Scorer/Timer, Line Judge, Supervision/Security <u>Event:</u> Hockey, Soccer (Double Header), Wrestling (Dual or Tri), Football (Ticket/ Admissions & Supervision/Security), Volleyball (Ticket/Admissions & Scorer), Basketball-2 games (Ticket/Admissions) | \$50 per event |
| | Tickets/Admissions, Announcer/Press Box, Scorer/Timer, Line Judge, Supervision/Security <u>Event:</u> Basketball-3 games (Tickets/Admissions), Wrestling (Quad) | \$100 per event |
| | Site Manager Event: Swimming & Diving Girls (Meet), Dance Team (Regular Meet), Gymnastics, Hockey, Swimming & Diving Boys (Meet), Wrestling (Dual), Baseball, Softball, Track & Field (Dual) | \$50 per event |
| | Site Manager Soccer (Single game), Swimming & Diving Girls (Invitational), Volleyball, Basketball, Wrestling (Tri), Swimming & Diving Boys (Invitational), Track & Field (Triangular) | \$75 per event |
| | Site Manager Football, Soccer (Double Header), Dance Team (Sat Meet), Dance Team (Saturday Meet), Wrestling (Quad) | \$100 per event |
| Officials <i>(as determined by the Metro Official's Fee Structure)</i> | FOOTBALL | Per Event |
| | Varsity Game (5 Officials) | \$89 |
| | JV/B/9 Game (3 Officials) | \$79 |
| | Middle School - per official | \$69 |
| | SOCCER | Per Event |
| | Varsity (3 Officials) | \$75 |
| | Varsity (2 Officials) | \$85 |
| | Doubleheader (3 Officials) | \$137 |
| | Doubleheader (2 Officials) | \$156 |
| | JV/B/9 - Game (2 Officials) | \$52 |
| | JV/B/9 - Double Header (2 Officials) | \$93 |
| | JV/B/9 Game (1 Official) | \$60 |
| | JV/B/9 Double Header (1 Official) | \$108 |
| | Middle School (per official) | \$45 |

| | |
|-------------------------------------------------------------------------------------------|------------------|
| Single Game Cancelled | 1/2 Fee |
| Single Game Suspended | 2/3 Fee |
| Doubleheader-second Game Cancelled | game fee |
| Doubleheader-second Game Suspended | game fee |
| SWIMMING | Per Event |
| Double Dual (Varsity & JV) | \$133 |
| Double Dual (Varsity Only) | \$118 |
| Offsite Diving | \$56 |
| Varsity & JV Meet (2 Officials with up to 5 more exhibition heats or extra dives 36/team) | \$75 |
| Varsity & JV Meet (1 Official with up to 5 more exhibition heats or extra dives 36/team) | \$85 |
| Invitational Meet (per hour) | \$40 |
| VOLLEYBALL | Per Event |
| Varsity (2 Officials) | \$74 |
| Varsity/JV & B (2 Officials) | \$92 |
| Any combination of two JV/B/9 | \$77 |
| Lower Level Match (1 Official) | \$51 |
| Additional Prelim (9th grade) match added to (JV or B) + Varsity (add to total amount) | \$30 |
| Varsity Tournament (2 Officials) | \$36 |
| JV/B/9 Tournament (1 or 2 Officials) | \$33 |
| Middle School (per official) | \$45 |
| BASKETBALL | Per Event |
| Varsity Game (2 or 3 Officials) | \$79 |
| Varsity plus Lower Level | \$116 |
| Varsity Double Header (2 or 3 Officials) | \$130 |
| Two Lower Level Games (JV or B) | \$98 |
| Single Game (Non 9th Grade Lower Level) | \$61 |
| Two 9th Grade Games | \$90 |
| Single 9th Grade Game | \$61 |
| Middle School (2 officials - 2 games) | \$52 |
| Middle School (1 official -2 games) | \$64 |
| GYMNASTICS | Per Event |
| Varsity & JV (2 Officials) | \$118 |
| Varsity & JV (3 Officials) | \$94 |
| 8 Team Invitational (per official) | \$122 |
| HOCKEY | Per Event |
| Varsity Game (Referee) | \$93 |
| Varsity Game (Linesman) | \$76 |
| JV (Official) | \$76 |
| WRESTLING | Per Event |
| Varsity & JV (1 Official) | \$105 |
| Varsity Only (1 Official) | \$75 |
| Two Varsity Duals | \$124 |
| Three Varsity Duals | \$156 |
| One JV Dual | \$57 |
| Two JV Duals | \$94 |
| Three JV Duals | \$116 |
| One Varsity Dual | \$139 |
| Two Varsity Duals | \$119 |

| | |
|--------------------------------------------------------------|------------------|
| Middle School/Junior High | \$62 |
| One 9th Dual | \$62 |
| Two 9th Duals | \$89 |
| Three 9th Duals | \$104 |
| Weigh-ins - Meet | \$20 |
| Weigh-ins - Tournament | \$40 |
| <u>Tournaments</u> | |
| Varsity (less than 8 hrs.) | \$217 |
| Varsity (more than 8 hrs.) | \$242 |
| JV/9 (less than 8 hrs.) | \$172 |
| JV/9 (more than 8 hrs.) | \$192 |
| BASEBALL | Per Event |
| Varsity Game (2 Umpires) | \$80 |
| B/JV/9 (1 Umpire) | \$80 |
| Two 5 inning games (Less than Varsity) 5/7th Pay Per game | \$57.60 |
| Middle School (per official) | \$57 |
| SOFTBALL | Per Event |
| Varsity (2 Umpires) | \$72 |
| B/JV/9 (1 Umpire) | \$72 |
| Two 5 inning games (Less than Varsity) 5/7th Pay Per Game | \$50.40 |
| Middle School (per official) | \$50 |
| DANCE TEAM | Judge |
| Number of Routines | |
| 2 | \$43 |
| 3 to 4 | \$48 |
| 5 to 10 | \$58 |
| 11 to 15 | \$64 |
| 16 to 20 | \$74 |
| 21 to 25 | \$77 |
| 26 to 30 | \$84 |
| 31 to 40 | \$94 |
| 41 to 50 | \$110 |
| 51 to 60 | \$120 |
| 61 to 70 | \$130 |
| 71 to 80 | \$156 |
| 81 to 90 | \$171 |
| 91 to 100 | \$192 |



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Regular Board Agenda – Policy

Action Requested: Approval

Attachment: Policies: 522 and 808

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Policy Approval |
| Presenter(s): Superintendent Dave Webb |
| Background: <p>School district policy #208 requires policies under review to be placed on two consecutive School Board meeting agendas for review and comment by board members, staff and community members. On the third and subsequent meeting, the policies will go before the School Board for approval.</p> <p>Policy also states that in the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. Through guidance from the state, administration is bringing two policies before the School Board on Monday evening for review and approval under the emergency option.</p> <ul style="list-style-type: none">• Policy 522 – Title IX Non-Discrimination Policy, Grievance Procedure and Process: This policy has been completely revised.• Policy 808 – COVID-19 Face Covering Policy: This is a brand new policy that was drafted by the Minnesota School Boards Association |
| Recommendation: <p>Administration recommends approval of the policies listed above.</p> |
| Alternatives: <p>Approve all policies or select to pull certain policies for additional review time.</p> |



Adopted: October 25, 2004

MSBA/MASA Model Policy 522

Orig. 1995

Revised: 6/26/06; 7/25/16; 9/11/17; 6/10/19
5/26/20; 8/24/20

Rev. 2013 20

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

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Title IX Coordinator
Chad Sexauer, Athletic & Activities Director/Assistant Principal
700 North Second Street, South St. Paul, MN 55075
(651) 457-9435
csexauer@sspps.org

Alternate Title IX Coordinator
Leah Bourg, Middle School Principal
700 North Second Street, South St. Paul, MN 55075
(651)- 457-3659
lbourg@sspps.org

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

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

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the

complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

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

G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.

I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).

L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

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

1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The

Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

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

B. Objective and Unbiased Evaluation of Complaints

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

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

D. Confidentiality

1. The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

1. Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.
2. A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

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

G. Consolidation

1. The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one

party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

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

J. Timelines

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

forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

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

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A

report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

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

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a) The school district undertakes an individualized safety and risk analysis;
 - b) The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c) The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

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

VIII. DISMISSAL OF A FORMAL COMPLAINT

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

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

IX. INVESTIGATION OF A FORMAL COMPLAINT

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

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

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

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex

discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

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

~~XVI. PURPOSE~~

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

~~XVII. GENERAL STATEMENT OF POLICY~~

- ~~A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.~~
- ~~B. Every school district employee shall be responsible for complying with this policy.~~
- ~~C. The school board hereby designates the Activities Director, 700, Second Street North, South St. Paul, Minnesota 55075, (651) 457-9417, as its Title IX coordinator. This employee coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX.~~
- ~~D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.~~

XVIII. REPORTING GRIEVANCE PROCEDURES

- A. ~~Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.~~
- B. ~~In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.~~
- C. ~~Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.~~
- D. ~~The school board hereby designates the Human Resource Director, 104—5th Avenue South, South St. Paul, Minnesota 55075, (651) 457-9473, as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.~~
- E. ~~The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers and work email addresses.~~
- F. ~~Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.~~

- G. — Use of formal reporting forms is not mandatory.
- H. — The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

XIX. — INVESTIGATION

- A. — By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. — The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. — In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. — In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. — The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

XX. — SCHOOL DISTRICT ACTION

- A. — Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to,

~~warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.~~

- ~~B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.~~

~~XXI. REPRISAL~~

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

~~XXII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES~~

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

~~XXIII. DISSEMINATION OF POLICY AND EVALUATION~~

- ~~A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.~~
- ~~B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.~~

~~*Legal References:* Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)~~

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



Adopted: August 24, 2020

MSBA/MASA Model Policy 808

Orig. 2020

808 COVID-19 FACE COVERING POLICY

I. PURPOSE

The purpose of this policy is to establish requirements for employees, students, and other persons (including visitors, guests, contractors, etc.) present on school property to wear face coverings in classrooms, preschool, child care settings and other indoor areas, as well as outdoor areas where a physical distance of 6 feet cannot be maintained between persons, in order to minimize exposure to COVID-19.

II. GENERAL OF STATEMENT OF POLICY

- A. The policy of the school district is to comply with Executive Order 20-81, Executive Order 20-82, and applicable face covering requirements from the Minnesota Department of Health and the Minnesota Department of Education.
- B. Face coverings are meant to protect other people in case the wearer does not know they are infected.
- C. Unless an exception described in Part IV below applies, all students, staff, and other people present indoors in school buildings and district offices or riding on school transportation vehicles are required to wear a face covering.
- D. A violation of this policy occurs when any student, staff, or other person present in a school building, in the school district office, or on a school transportation vehicle fails to wear a face covering, unless an enumerated exception applies.

III. DEFINITION OF FACE COVERING

- A. A face covering must be worn to cover the nose and mouth completely, should not be overly tight or restrictive, and should feel comfortable to wear. The following are included in the definition of face covering:
 - 1. Paper or disposable mask;
 - 2. Cloth face mask;
 - 3. Scarf;
 - 4. Neck gaiter;
 - 5. Bandana;
 - 6. Religious face covering; and
 - 7. Medical-grade masks and respirators
- B. A face shield is a clear plastic barrier that covers the face and allows visibility of facial expressions and lip movements for speech perception. A face shield should

extend below the chin anteriorly, to the ears laterally, and there should be no exposed gap between the forehead and the shield's headpiece.

- C. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

IV. EXCEPTIONS AND ALTERNATIVES; TEMPORARY REMOVAL OF FACE COVERING

- A. Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance, or anyone who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition.
- B. A face shield may be used as an alternative to a face covering in the following situations:
 - 1. A student in grades kindergarten through eighth grade may wear a face shield when wearing a face covering is problematic.
 - 2. A teacher of any grade level may wear a face shield when wearing a face covering may impede the educational process.
 - 3. Staff, students, or visitors who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition may wear a face shield instead of a face covering.
 - 4. Staff providing direct support student services may wear a face shield instead of a face covering when a face covering would impede the service being provided.
- C. Staff, students, and other people present in school buildings or in district offices may temporarily remove their face covering or face shield in the following situations:
 - 1. When engaging in classes or activities conducted outdoors, though people participating in these activities should maintain six feet of distance to the extent possible;

2. When engaging in indoor physical activity where the level of exertion makes wearing a face covering difficult, though people participating in these activities should maintain six feet of distance to the extent possible;
3. During activities, such as swimming or showering, where the face covering will get wet;
4. While receiving a service, including nursing, medical, or personal care services, that cannot be performed or is difficult to perform when the individual receiving the service is wearing a face covering;
5. Pre-kindergarten students age 5 years and younger participating in programming in a school building or district office;
6. When the wearer needs to remove their face covering to eat or drink, though care should be taken to maintain as much space as possible between people while doing so;
7. During indoor practices or performances involving singing, acting, public speaking, or playing musical instruments where a face covering cannot be used while playing the instrument, though people participating in these activities should maintain six feet of distance to the extent possible;
8. When required by school staff for the purposes of identification;
9. Staff working alone in their offices, classrooms, vehicles, or job locations that have no person-to-person interaction;
10. Staff working in communal spaces that have barriers such as Plexiglas or cubicle walls between employees that are above face level; or
11. When communicating with a person who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with a face covering difficult, provided that social distancing is maintained to the extent possible.

V. IMPLEMENTATION

- A. This policy will be conspicuously posted in each school building and administrative office and communicated to students, staff, families, and potential visitors to the school building.
- B. The school district will provide face coverings and/or face shields to employees and students. Employees and students may choose to wear their own face covering as long as it covers the nose and mouth. To the extent practicable, the

school district will maintain an extra supply of face coverings for people who forget to bring their face covering.

- C. The school district will teach and reinforce the use of face coverings and/or face shields for students and staff throughout the school day, including on transportation vehicles, inside school buildings, and generally when on school grounds.
- D. Individuals who cannot tolerate a face covering due to a medical condition or disability related condition may be permitted to utilize alternative options such as a face shield or other reasonable accommodation. The Superintendent or designee shall have discretion to determine whether an employee, parent, or community member qualifies for a reasonable accommodation and the accommodation to be provided. For a student with a medical condition or disability, the student's education team (i.e. IEP team, Section 504 team, health plan team) will determine whether the student qualifies for a reasonable accommodation and the accommodation to be provided. As a condition to granting a reasonable accommodation, the school district may require an individual to provide a physician's note and/or other relevant information or with respect to the condition or circumstance. Requests for reasonable accommodations from the face covering requirement shall be assessed on a case-by-case basis in accordance with applicable federal and state law.
- E. All face coverings shall meet the requirements of applicable dress code policies and/or codes of conduct. To the extent the face covering requirements of this policy conflict with MSBA Model Policy 504 – Student Dress and Appearance, this Policy shall control.
- F. The school district will make available distance learning to its enrolled students who may be medically vulnerable or otherwise unwilling to return to in-person or hybrid learning.

VI. ENFORCEMENT; CONSEQUENCES FOR NON-COMPLIANCE

- A. In order to promote the health and safety of employees, students and members of the community, and make available a safe environment that is conducive to learning, compliance with this policy is necessary.
- B. Employees who fail or refuse to comply with this policy may be subject to discipline, as appropriate, up to and including the termination of employment.
- C. Students who fail or refuse to comply with this policy may be subject to discipline or removal from school property. Students unwilling to participate in in-person or hybrid learning in compliance with this policy will be offered distance learning.

- D. The school district may, in its discretion, report violators of this policy to law enforcement. Any individual who willfully violates Emergency Executive Order 20-81 or 20-82 is guilty of a petty misdemeanor and upon conviction must be punished by a fine not to exceed \$100. (NOTE: This does not apply to: (1) children younger than 14 years old; or (2) students 14 years old and older who are enrolled in a school identified in Paragraph 12 of Emergency Executive Order 20-81, and who are on the premises of the school for educational purposes).

Legal References: Emergency Executive Order 20-81
Emergency Executive Order 20-82
Minn. Stat. § 12.45 (Governor's Orders and Rules, Effect)
Minn. Stat. § 12.45 (Violations; Penalties)

Cross References: MSBA/MASA Model Policy 807 (Health and Safety Policy)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Business Items

Action Requested: Approval

Attachment: Birth-to-8 Joint Powers Agreement

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Birth-to-8 Joint Powers Agreement |
| Presenter(s): Finance Director Aaron Bushberger |
| Background: Over the past 4 years, Dakota County and 4 School Districts in the county, South St. Paul, Inver Grove Heights, West St. Paul and Burnsville have formed a Birth-8 partnership. This goal of this partnership is to increase the percentage of students reading well by 3rd grade in coordination with Dakota County. Our partnership has developed a joint powers agreement to help clarify expectations on data sharing on student developmental milestones and responsibilities of participating districts with the county. |
| Recommendation: Administration recommends the approval of the Birth-to-8 Joint Powers Agreement. |
| Alternatives: Do not approve the Birth-to-8 Joint Powers Agreement and direct administration with next steps. |

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND SPECIAL SCHOOL DISTRICT 6
FOR BIRTH TO AGE 8 PROGRAM SERVICES**

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter “County,” and Special School District 6, South St, Paul, Minnesota, hereinafter “School District.” This Agreement uses the word “Parties” for both County and School District.

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County operates a Birth to Age 8 program (“Program”) with the goal of assuring that all children reach key developmental milestones in order to better ensure they are reading proficiently by third grade; and

WHEREAS, research shows that children who read proficiently by third grade have a greater likelihood of graduating from high school and demonstrating long term economic success; and






WHEREAS, the Parties desire to establish a method by which the Parties can access shared data on children’s developmental milestones; and

WHEREAS, the Parties’ respective governing boards authorized the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the Program requirements set forth in legislation enacted in the 2017 Special Session of the Minnesota Legislature, as described in Exhibit 1. The County will create an online data sharing portal (“the Portal”) to which the Parties, pursuant to valid authorizations for release of information, will enter data on children related to the five key developmental milestone markers (“milestones”) from birth to age eight: (1) birth benchmark; (2) 0-36 months developmental screening(s); (3) early childhood screening; (4) kindergarten assessment; and (5) first, second, and third grade reading levels, and as described below. Such data shall be entered into the Portal by a color-coded indicator only (green, yellow, red “stoplight”) as described in Articles 2 and 3.

| |  Birth |  0 - 36 months |  3-4 Years |  Kindergarten |  8 Years/ 1st - 3rd Grade |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Milestones | Benchmark Indicators: | Developmental screening <i>(at recommended intervals)</i> | Early Childhood Screening | Kindergarten Assessment | 1st, 2nd, 3rd Grade Reading Level |
| | - Less than 2500 grams birthweight - Mother's age - Enrolled in MA or WIC - Maternal use of tobacco - Maternal level of education | - ASQ/ASQ-SE indicates concern - HT/WT/Vision/Hearing - Behind on Immunizations | - School District Early Childhood Screening indicates concerns | - Kindergarten Entry Profile Screening indicates concerns | - Scores below grade level |

1.2 Cooperation. The County and the School District shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. This Agreement is effective and enforceable on the date the last Party signs this Agreement (“Effective Date”) and expires on June 30, 2021.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Offer enrollment in the Program to children living in the School District ("enrolled child(ren)"), with attention to those who meet one or more of the enrollment criteria listed in Exhibit 1. Enrollment will occur either through the County's Women, Infant and Children (WIC) Program, Follow Along Program (FAP), Family Home Visiting (FHV) program, or any other County program that is determined as useful for identifying children at risk of falling below established guidelines;
- B. Collect basic demographic information about enrolled children, which includes name, gender, date of birth, parent/guardian name and contact information, language communication preference, and potential eligibility for or enrollment in Medical Assistance (MA);
- C. Collect existing enrolled children's height/weight and hearing vision concerns as determined by the County's Public Health Nurses, Ages and Stages Questionnaires (ASQ) (as described in Exhibit 2), and the enrolled children's immunization statuses;
- D. Create a birth benchmark for each enrolled child, if the child was born in Dakota County, and as described in Exhibit 2;
- E. Calculate and enter into the Portal data regarding developmental milestones for which the County is responsible to determine by color-coded indicators (green, yellow, red "stoplights").
- F. Monitor enrolled children's development over time, from birth through third grade, using criteria correlated to reading proficiency and graduation likelihood;
- G. Obtain and maintain releases of information from parents or legal guardians who voluntarily choose to have their children participate in the Program, and which are necessary for the release of data to the School District in the Portal;
- H. Maintain The Portal;
- I. Enter stoplight indicators into the Portal for the first two milestones: birth benchmark and 0-36 developmental screening(s) of all enrolled children, when available, as well as referrals and interventions offered;
- J. Provide identified staff in the School District with password-protected access to the Portal so that the School District may view and obtain the enrolled-children's data consistent with any releases of information it deems necessary under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (MGDPA) and Minn. R. Ch. 1205; and
- K. Remove access rights to enrolled children's data if the children's family moves outside of the School District.

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Offer enrollment at early childhood screenings and at other points, as determined by the School District;
- B. Access the Portal to obtain data about the enrolled children that may need assistance with identified developmental milestones. Such access to the Portal must only be obtained by the School District's identified district staff;
- C. Determine whether an enrolled child has met the developmental milestones at: early childhood screening, kindergarten assessment, and first, second, and third grade reading levels;
- D. Report developmental milestones in the Portal as pass (green), monitor (yellow) or fail (red) "stoplights;"
- E. Not release data underlying the stoplights to the County nor enter the data into the Portal; and
- F. Obtain all releases of information it deems necessary under state and federal law, including the MGDPA and any other state or federal privacy laws that apply to the School District, prior to entering data in the Portal.

4. LIMITATION OF LIABILITY

- 4.1 Liable for Own Acts. Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. Activities by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the

Parties that they shall be deemed a “single governmental unit” for the purposes of liability, at set forth in Minn. Stat. §471.59, subd. 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

- 4.2 Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify the other Party, their board members, employees, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, or anyone directly or indirectly employed by the Party or anyone whose acts the Party may be liable.
- 4.3 Limitation. Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate liability caps.

5. **FORCE MAJEURE**

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party’s reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. **TERMINATION**

- 6.1 Termination Without Cause. Either Party may withdraw from or terminate this Agreement without cause by providing 30 days’ Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 Termination for Cause or Material Breach. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or effective date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement, including allowing access to the Portal by any person other than those with the titles identified herein.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement, including the Portal, as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties and Obligations of Parties Upon Termination. Upon either Party providing the Notice of Termination, and except as otherwise stated, the Parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of Portal access.

- D. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- E. The Parties shall have no financial obligations to the other Party upon withdrawal and termination of this Agreement.

6.6 Effect of Termination for Cause or without Cause.

Termination of this Agreement will result in termination of the School District's access rights to the Portal. Termination of this Agreement does not discharge any liability, responsibility, or right of any Party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.

7. NOTICES AND AGREEMENT LIAISONS

7.1 Notices. All notices and communications required by this Agreement (collectively, "Notices") shall be provided in writing, by certified mail, as follows:

To the County: Marti Fischbach (or successor)
Director
Dakota County Community Services Division
One Mendota Road West
West St. Paul, MN 55118

To the School District: Dr. Dave Webb (or successor)
Superintendent
Special School District 6
104-5th Ave. So., South St. Paul, MN 55075

7.2 Liaisons. The Liaison, or his or her successor, has the authority to assist the Parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement. A change in a Liaison does not require an amendment to the Agreement.

County Public Health Liaison: Sierra Hill, or her successor, Sierra.Hill@co.dakota.mn.us,
651-554-6143
County Contract Liaison: Lori Tolzman, or her successor, Lori.Tolzman@co.dakota.mn.us,
651-554-5878
School District Liaison: Dr. Dave Webb, or his successor, dave.webb@sspps.org,
651- 457-9465

8. AMENDMENTS

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by the individual's identified in Article 7.1.

9. COMPLIANCE WITH LAWS/STANDARDS

The Parties shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Parties are individually responsible. Any violation of this article is a material breach of this Agreement. No Notice of Default is required to terminate under this article.

10. GOVERNING LAW

The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 “Protected Data” has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA. Data that is created, collected, received, stored, used, maintained, or disseminated by the School District in performance of this Agreement may also be subject to the requirements of the Family Educational Rights and Privacy Act (FERPA), and any other state or federal privacy laws that apply to the School District’s data. The County is not subject to FERPA requirements.
- 11.3 The Parties acknowledge that they may transmit Protected Data to the Portal in connection with this Agreement. The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 As a condition of the County providing the School District with access credentials to the Portal, the School District shall comply with Exhibit 3, Dakota County Portal Access, which is attached and incorporated herein.
- 11.6 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

14. MERGER

- 14.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:
 - Exhibit 1— Legislation
 - Exhibit 2-- Dakota County’s Birth Benchmark and ASQs; and
 - Exhibit 3—Dakota County Portal Access.

By signing this Agreement, the Parties acknowledge receipt of all the above Exhibits. If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Agreement. If there is a conflict between any

provision of Exhibit 1 and another Exhibit, the provision of Exhibit 1 will prevail. If there is a conflict between any provision of Exhibit 3 and another Exhibit, the provision of Exhibit 3 will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

/s/ Suzanne W. Schrader Aug. 7, 2020
Assistant County Attorney/Date
County Attorney File No. KS-20-347-2

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Director

Date of Signature _____

Approved by School Board
Resolution No. _____

Approved as to form:

/s/ Maggie R. Wallner Aug. 7, 2020
Attorney for School District/Date

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____

EXHIBIT 1

Minnesota Legislation

The following provision is in Senate File 2 of the 2017 Special Session of the Minnesota Legislature. The Governor approved this legislation on May 30, 2017. The 2017 legislation was subsequently amended in House File 11 of the 2020 Special Session of the Minnesota Legislature, and approved by the Governor on June 18, 2020:

Sec. 33. Minnesota Birth to Age Eight Pilot Project.

Subdivision 1. Authorization. The commissioner of human services shall award a grant to Dakota County to develop and implement pilots that will evaluate the impact of a coordinated systems and service delivery approach on key developmental milestones and outcomes that ultimately lead to reading proficiency by age eight within the target population. The pilot program is from July 1, 2017, to June 30, 2021.

Subd. 2. Pilot design and goals. The pilot will establish key developmental milestone markers from birth to age eight. Pilot program participants will be developmentally assessed and tracked by a technology solution that tracks developmental milestones along the established developmental continuum. If a pilot program participant's progress falls below established milestones, the coordinated service system will focus on identified areas of concern and offer referrals or services to pilot program participants.

Subd. 3. Program participants in target population. Pilot program participants must opt in and provide parental or guardian consent to participant and be enrolled or engaged in one or more of the following:

- (1) a Women's Infant & Children (WIC) program;
- (2) a family home visiting program or Follow Along Program;
- (3) a school's early childhood screening; or
- (4) any other Dakota County or school program that is determined as useful for identifying children at risk of falling below established guidelines.

Subd. 4. Evaluation and report. The county or counties shall work with a third party evaluator to evaluate the effectiveness of the pilot and report to the legislative committees with jurisdiction over human services policy and finance each year by February 1 with an update on the progress of the pilot. The final report on the pilot is due January 1, 2022.

EXHIBIT 2

Birth Benchmark and Developmental Benchmarks

Birth Benchmark Explanation

As part of the Birth to Age 8 Program, the County will create and then add a birth benchmark to each enrolled child's Portal profile.

The Parties agree that they have cooperatively created the following indicators and that such indicators may change over time, but the County will seek input and approval from the School District prior to implementing any new criteria. The Parties agree that the indicators that form the birth benchmark will be based on research that connects the criteria to the ability to read by age eight. Additionally, the indicators are all criteria that are required for participation in the County's Family Home Visiting (FHV) program, which is one possible enrollment criterion for the Program. At the time of signing this JPA, the following are the birth benchmark indicators, which are collected from the Minnesota Department of Health birth record information and systems used by state and county workers to determine eligibility for public assistance:

- Birth weight less than 2500 grams;
- Birth mother's use of tobacco while pregnant;
- Birth mother's level of education at time of delivery (less than high school diploma or GED);
- Whether the birth mother was a teen parent (<19 years) at the time of delivery; and
- Whether the birth mother was enrolled in Medical Assistance (MA) or Women, Infants and Children (WIC) at the time of delivery.

The Portal will automatically calculate a color-coded result (a red, yellow, or green "stoplight") based on the following equal-weighted scale:

- 0-1 of the indicators: Green
- 2-3 of the indicators: Yellow
- 4-5 of the indicators: Red

County staff will calculate the color-coded result, and the Portal will populate an enrolled-child's profile with the stoplight. The School District will not have access to the individual indicators that triggered the stoplight color. Only designated County and School District staff will be able to view the stoplight. The birth benchmark helps show where the child started in life, compared to the child's progress throughout the term of the Program. The Parties will use this information to show progress over time for each enrolled child, offer referrals and/or services, as well as for Program evaluation purposes.

Dakota County Developmental Milestone Benchmarks: Ages and Stages Questionnaires (ASQs) and Stages Questionnaires – Social Emotional (ASQ-SE)

The County uses ASQ or ASQ-SE tools to measure if each enrolled-child has met developmental milestones in communication, gross motor, fine motor, personal social, problem solving and social emotional behaviors. Results from ASQ/ASQ-SE screening will be uploaded to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers will not be shared with the School District.

School District Developmental Milestone Benchmarks

The School District will measure whether each enrolled-child has met developmental milestones for ages 36 months through third grade:

- Early Childhood Screening
- Kindergarten Assessment
- 1st, 2nd, 3rd Grade Reading

The School District will upload the results to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers, scores, or any other underlying data will not be shared with the County.

Exhibit 3

DAKOTA COUNTY PORTAL ACCESS

The County has created and controls the Portal as the data system to facilitate the sharing of milestone data with the School District. The School District has been granted access to the Portal, as defined in the Agreement, which contains not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a (hereinafter, "Protected Data"). Accordingly, the School District shall take measures to ensure that its officers, employees, and independent contractors (collectively, "staff") who have access to the Portal, adhere to all applicable privacy and security requirements and standards in state and federal law, industry regulations, and County policy governing such access.

While accessing the Portal, School District agrees to comply with the following conditions and notify its staff who access the Portal of the same:

- (1) School District shall cooperate with the County in setting up a limited number of accounts to access the Portal for only those Staff who have a direct administrative role in the Program;
- (2) School District will ensure that each Staff person with Portal access has unique credentials (which shall be different than the Staff's password for other websites, email, network login, etc.).
- (3) Staff shall access, maintain, use, copy, modify, or disseminate Protected Data only if it is necessary to perform the duties for which the staff have been authorized by the School District pursuant to the Agreement.
- (4) School District shall establish, maintain, and enforce that staff shall access only the minimum amount of Protected Data necessary to conduct their duties under the Agreement.
- (5) Staff shall have no expectation of privacy while accessing or using the Portal, and the County and the School District reserve the right to review, audit, and monitor the access and use of the Portal.
- (6) School District shall reasonably update the County's Public Health Liaison regarding staff access rights based on staff or Portal changes and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Protected Data are appropriate and no greater than are required for a staff member to perform his/her functions necessary under the Agreement.
- (7) School District shall notify the County's Public Health Liaison if there is a change (e.g. termination, reassignment, etc.) in any staff work status or access requirements within 3 business days of such change.
- (8) Staff shall not access the Portal for purposes or activities outside the scope of the staff's duties related to the Program.
- (9) Staff shall keep secure all Protected Data for which School District is responsible and has access.
- (10) Staff shall not reveal their access credentials to anyone, and School District will immediately inform the County's Public Health Liaison if there is reason to believe that anyone may have learned of, or used, staff credentials.
- (11) Staff shall not attempt to, nor assist others, in subverting network security to impair its functionality or to bypass restrictions set by the Portal administrators.
- (12) School District shall notify the County by emailing the Dakota County IT Help Desk at helpdesk@co.dakota.mn.us within 24 hours in the event that School District discovers that there has been a "breach of the security of the data," as that term is defined in Minn. Stat. § 13.055, subd. 1 (a), or a suspected breach of the security of the data. Such notification shall include, at a minimum, (1) the nature of the suspected or actual breach of the security of the data; (2) the types of potentially compromised Protected Data; (3) the duration and expected consequences of the suspected or actual breach of the security of the data; and (4) any mitigation or remediation measures taken or planned in response to the suspected or actual breach of the security of the data. School District shall cooperate with County in the investigation of any suspected or actual breach of the security of the data.

- (13) Each Party is responsible for providing and paying for any and all individual or regulatory notifications in connection with a data breach involving that Party's data.

School District acknowledges and agrees that if any of the above conditions are violated, School District may be subject to Agreement termination provisions. The Parties acknowledge and agree that data confidentiality requirements extend beyond the expiration or termination of the Agreement. School District acknowledges and agrees that it will comply with the above provisions.

END OF EXHIBIT



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Reports and Discussion

Action Requested: None

Attachment: None

| |
|------------------------------------------------------------------------------------------------------------------|
| Topic: Board Meeting Structure |
| Presenter(s): Board Chair Jeff McClellan |
| Background: The School Board will discuss and determine the structure for their upcoming meetings. |
| Recommendation: N/A |
| Alternatives: N/A |



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Regular Agenda – Consent

Action Requested: Approval

Attachment: Financials – Bills Payable

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Financials – Bills Payable |
| Presenter(s): Finance Director Aaron Bushberger |
| Background: It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law. |
| Recommendation: Approve financial statement |
| Alternatives: N/A |

Check Register 8/7/20 - 8/20/20

| | | | |
|--------|-------------|-----------|----------------------------------------------|
| 194632 | \$2,797.03 | 8/13/2020 | CITY OF SOUTH ST PAUL |
| 194633 | \$300.00 | 8/13/2020 | DEWALD, RINA |
| 194634 | \$3,342.37 | 8/13/2020 | INTERMEDIATE DISTRICT #917 |
| 194635 | \$296.00 | 8/13/2020 | LEHMANN, GWEN |
| 194636 | \$1,127.00 | 8/13/2020 | SCHMITT MUSIC |
| 194637 | \$1,344.84 | 8/13/2020 | ZANER-BLOSER |
| 194638 | \$98.11 | 8/13/2020 | ACE HARDWARE & PAINT |
| 194639 | \$165.00 | 8/13/2020 | ADVANCED SPORTSWEAR, INC |
| 194640 | \$134.50 | 8/13/2020 | ARAMARK |
| 194641 | \$4,549.70 | 8/13/2020 | ARVIG |
| 194642 | \$169.00 | 8/13/2020 | ASSOC OF SUPERVISIONS & CURRIC |
| 194643 | \$750.00 | 8/13/2020 | BACKUPIFY |
| 194644 | \$5,036.18 | 8/13/2020 | BEVSO |
| 194645 | \$333.81 | 8/13/2020 | CANON FINANCIAL SERVICES |
| 194646 | \$20.00 | 8/13/2020 | CHRISTOPHERSON, TAMMY |
| 194647 | \$3,600.00 | 8/13/2020 | COMPUTER INFORMATION CONCEPTS |
| 194648 | \$372.45 | 8/13/2020 | CULLIGAN-MILBERT COMPANY |
| 194649 | \$995.00 | 8/13/2020 | CYBERSOFT TECHNOLOGIES |
| 194650 | \$375.00 | 8/13/2020 | DAKOTA GLASS & GLAZING, INC |
| 194651 | \$375.00 | 8/13/2020 | DEWALD, RINA |
| 194652 | \$470.03 | 8/13/2020 | FILTRATION SYSTEMS INC |
| 194653 | \$168.79 | 8/13/2020 | GRAINGER, INC |
| 194654 | \$948.75 | 8/13/2020 | HORIZON COMMERCIAL POOL SUPPLY |
| 194655 | \$39.90 | 8/13/2020 | HORNER, SARAH |
| 194656 | \$59,046.80 | 8/13/2020 | INDEPENDENT SCHOOL DISTRICT 197/COMMUNITY ED |
| 194657 | \$27,527.86 | 8/13/2020 | INDEPENDENT SCHOOL DISTRICT 199/COMMUNITY ED |
| 194658 | \$4,516.00 | 8/13/2020 | INNOVATIVE SURFACES |
| 194659 | \$6,582.00 | 8/13/2020 | INTEGRATED SYSTEMS CORPORATION |
| 194660 | \$7,612.00 | 8/13/2020 | IXL LEARNING |
| 194661 | \$1,155.60 | 8/13/2020 | JOSTENS |
| 194662 | \$435.88 | 8/13/2020 | KWIK TRIP EXTENDED NETWORK |
| 194663 | \$419.16 | 8/13/2020 | LIGHTNING DISPOSAL, INC |
| 194664 | \$858.27 | 8/13/2020 | LINDENMEYR MUNROE |
| 194665 | \$3,449.50 | 8/13/2020 | LITERACY MINNESOTA |
| 194666 | \$332.00 | 8/13/2020 | LOFFLER COMPANIES |
| 194667 | \$1,366.06 | 8/13/2020 | MARK'S PLUMBING PARTS |
| 194668 | \$2,595.00 | 8/13/2020 | MASSP |
| 194669 | \$504.63 | 8/13/2020 | MCDONOUGH'S SEWER SERVICE |
| 194670 | \$225.67 | 8/13/2020 | MCMASTER-CARR SUPPLY COMPANY |
| 194671 | \$2,850.00 | 8/13/2020 | METRO ECSU |
| 194672 | \$92.74 | 8/13/2020 | METZGER BUILDING MATERIALS |
| 194673 | \$400.00 | 8/13/2020 | MN DEPT OF LABOR & INDUSTRY |
| 194674 | \$231.32 | 8/13/2020 | MTI DISTRIBUTING COMPANY |

| | | | |
|--------|-------------|-----------|----------------------------------------------|
| 194675 | \$57,190.00 | 8/13/2020 | NAC |
| 194676 | \$470.61 | 8/13/2020 | NEO ELECTRIC SOLUTIONS |
| 194677 | \$13,074.91 | 8/13/2020 | NETWORK SERVICES COMPANY |
| 194678 | \$2,756.02 | 8/13/2020 | NITTI SANITATION |
| 194679 | \$72.60 | 8/13/2020 | ONKKA, HEATHER |
| 194680 | \$522.50 | 8/13/2020 | PRESIDIO NETWORKED SOLUTIONS GROUP LLC |
| 194681 | \$923.67 | 8/13/2020 | ROZ'S AUTO BODY INC |
| 194682 | \$297.18 | 8/13/2020 | SHERWIN WILLIAMS CO |
| 194683 | \$241.75 | 8/13/2020 | SM ENTERPRISE INC |
| 194684 | \$52.00 | 8/13/2020 | SOUTHVIEW GARDEN CENTER |
| 194685 | \$170.16 | 8/13/2020 | SPRINT |
| 194686 | \$486.83 | 8/13/2020 | T-MOBILE |
| 194687 | \$1,051.80 | 8/13/2020 | TEAM SPORTING GOODS, INC |
| 194688 | \$7,800.00 | 8/13/2020 | THE CENTER FOR EFFICIENT SCHOOL OPERATIONS |
| 194689 | \$4,262.33 | 8/13/2020 | TRANE US INC |
| 194690 | \$5,595.00 | 8/13/2020 | TURNITIN,LLC |
| 194691 | \$461.67 | 8/13/2020 | UNITED REFRIGERATION INC |
| 194692 | \$12,304.53 | 8/13/2020 | WOLD ARCHITECTS |
| 194693 | \$663.00 | 8/13/2020 | WW GOETSCH |
| 194694 | \$174.10 | 8/13/2020 | POMP'S TIRE SERVICE |
| 194695 | \$2,405.57 | 8/13/2020 | TEAM SPORTING GOODS, INC |
| 194696 | \$377.77 | 8/14/2020 | LOCAL #70 |
| 194697 | \$684.00 | 8/14/2020 | MINNESOTA CHILD SUPPORT PAYMENT CENTER |
| 194698 | \$450.50 | 8/14/2020 | OFFICE AND PROF EMPLOYEES UNION |
| 194699 | \$10.00 | 8/14/2020 | SOUTH ST PAUL OPEN FOUNDATION |
| 194700 | \$151.00 | 8/14/2020 | SOUTH ST PAUL EDUCATION FOUNDATION |
| 194701 | \$1,103.31 | 8/20/2020 | ALLSTREAM |
| 194702 | \$3,023.01 | 8/20/2020 | CANON FINANCIAL SERVICES |
| 194703 | \$4,750.00 | 8/20/2020 | CESO COMMUNICATIONS |
| 194704 | \$65.00 | 8/20/2020 | CITICARGO & STORAGE |
| 194705 | \$28.80 | 8/20/2020 | COOPER, KRISTI |
| 194706 | \$75.83 | 8/20/2020 | CULLIGAN-MILBERT COMPANY |
| 194707 | \$21,945.60 | 8/20/2020 | ECSI |
| 194708 | \$450.00 | 8/20/2020 | EHLERS & ASSOCIATES |
| 194709 | \$9.00 | 8/20/2020 | GRAPHIC EDGE |
| 194710 | \$55,000.00 | 8/20/2020 | INNOCENT TECHNOLOGIES, LLC |
| 194711 | \$260.96 | 8/20/2020 | INNOVATIVE OFFICE SOLUTIONS, LLC |
| 194712 | \$4,750.00 | 8/20/2020 | MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO |
| 194713 | \$250.00 | 8/20/2020 | MASPA/STATE NEGOTIATORS |
| 194714 | \$73.25 | 8/20/2020 | MESSICCI, KAREN |
| 194715 | \$7,000.00 | 8/20/2020 | METRO EAST CONFERENCE |
| 194716 | \$14.00 | 8/20/2020 | MN DEPT OF LABOR & INDUSTRY |
| 194717 | \$600.00 | 8/20/2020 | MN STATE HIGH SCHOOL MATH LEAGUE |
| 194718 | \$56.00 | 8/20/2020 | MONTOUR, KATIE |
| 194719 | \$2,017.00 | 8/20/2020 | PITNEY BOWES, INC |
| 194720 | \$32,460.00 | 8/20/2020 | SCHOOLGY, INC |
| 194721 | \$4,668.00 | 8/20/2020 | SHI INTERNATIONAL CORP |

| | | | |
|-----------|--------------|-----------|---------------------------------|
| 194722 | \$50.00 | 8/20/2020 | SJODIN, MICHAEL |
| 194723 | \$17,209.50 | 8/20/2020 | SOURCEWELL TECHNOLOGY |
| 194724 | \$62.53 | 8/20/2020 | ST PAUL PIONEER PRESS |
| 194725 | \$1,000.00 | 8/20/2020 | STUDENT ASSURANCE SERVICES, INC |
| 194726 | \$60.41 | 8/20/2020 | SYNCB/AMAZON |
| 194727 | \$1,047.46 | 8/20/2020 | TEAM SPORTING GOODS, INC |
| 194728 | \$215,394.99 | 8/20/2020 | THE HANOVER INSURANCE GROUP |
| 194729 | \$1,866.77 | 8/20/2020 | ULINE |
| 194730 | \$735.00 | 8/20/2020 | UNIQUE SOFTWARE CORPORATION |
| 194731 | \$8,766.02 | 8/20/2020 | UPPER LAKES FOODS |
| 194732 | \$40.00 | 8/20/2020 | YOUNG, KIRSTEN |
| 202000034 | -\$16.80 | 7/30/2020 | MINNESOTA PAYROLL TAXES |
| 202000035 | -\$167.50 | 7/30/2020 | FEDERAL PAYROLL TAXES |
| 202000036 | -\$126.56 | 7/30/2020 | PERA |
| 202000037 | \$16.96 | 7/30/2020 | MINNESOTA PAYROLL TAXES |
| 202000038 | \$167.80 | 7/30/2020 | FEDERAL PAYROLL TAXES |
| 202000039 | \$126.56 | 7/30/2020 | PERA |
| 202000040 | \$27,786.98 | 8/14/2020 | MINNESOTA PAYROLL TAXES |
| 202000041 | \$168,110.12 | 8/14/2020 | FEDERAL PAYROLL TAXES |
| 202000042 | \$8,230.99 | 8/14/2020 | PERA |
| 202000043 | \$39,559.09 | 8/14/2020 | TSA/ACH DEDUCTION |
| 202000044 | \$105,243.61 | 8/14/2020 | TEACHER RETIREMENT ASSOCIATION |
| 202000045 | \$11,717.07 | 8/14/2020 | MINNESOTA PAYROLL TAXES |
| 202000046 | \$71,002.58 | 8/14/2020 | FEDERAL PAYROLL TAXES |
| 202000047 | \$23,588.74 | 8/14/2020 | PERA |
| 202000048 | \$10,878.27 | 8/14/2020 | TSA/ACH DEDUCTION |
| 202000049 | \$20,655.48 | 8/14/2020 | TEACHER RETIREMENT ASSOCIATION |
| 202000050 | \$0.00 | 8/14/2020 | MINNESOTA PAYROLL TAXES |
| 202000051 | \$0.00 | 8/14/2020 | FEDERAL PAYROLL TAXES |
| 202000052 | \$1.39 | 8/17/2020 | MINNESOTA PAYROLL TAXES |
| 202000053 | \$87.98 | 8/17/2020 | FEDERAL PAYROLL TAXES |
| 202000054 | \$78.14 | 8/17/2020 | PERA |
| 202100008 | \$99.00 | 7/28/2020 | BAUER, KIMBERLY |
| 202100009 | \$75.00 | 8/12/2020 | EDLEFSEN, DEANNE |
| 202100010 | \$14.11 | 8/12/2020 | ERICKSON, MEGAN |
| 202100011 | \$15.83 | 8/12/2020 | GORMAN, LISA |
| 202100012 | \$39.90 | 8/12/2020 | O'ROURKE, EILEEN |

\$1,132,675.63

CHECKRUNS

| <u>FUND</u> | <u>DESCRIPTION</u> | <u>August 7, 2020 - August 20, 2020</u> |
|--------------------|---------------------------|------------------------------------------------|
| 1 | GENERAL | \$849,922.35 |
| 2 | FOOD SERVICE | \$26,374.12 |
| 4 | COMMUNITY EDUCATION | \$100,846.36 |
| 5 | CAPITAL | \$144,523.07 |
| 6 | CONSTRUCTION | \$11,000.73 |
| 7 | DEBT SERVICE | |
| 47 | OPEB | |
| 50 | ACTIVITY ACCOUNTS | \$9.00 |
| | TOTAL | <u>\$1,132,675.63</u> |

Check 194632 - 194732

Employee ACH 202100008 - 202100012

Wire Payments 202000034 -202000054

PAYROLL

8/15/20

Payroll Direct Deposit

900056418 - 900056884

\$689,547.24



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Regular Agenda/Consent Items

Action Requested: Approval

Attachment: Staffing

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Staffing |
| Presenter(s): Human Resource Director Cathy Miller |
| Background: Human Resource Director Cathy Miller will review the staffing that is recommended for approval at the August 24, 2020, school board meeting. |
| Recommendation: Administration recommends approval of the proposed staffing. |
| Alternatives: Amend the motion to remove a certain appointment, resignation, transfer, retirement, abolishment, or leave. Provide administration with directions for next steps. |

**VII.A.1 Staff Appointments, Resignations, Retirements, Terminations
and Leaves (Cathy Miller)**

08-24-20

Certified

A. Appointments/Reassignments

1. Steven Rohrich – .6 FTE Language Arts Teacher-High School, Secondary Building, MA00, Step 1, effective August 24, 2020.

Change of Assignment – effective for the 2020-21 school year

Shawnee Krueger – Change from 1.0 FTE License School Nurse, Kaposia Education Center, to .5 FTE License School Nurse, Kaposia Education Center and .5 District COVID Coordinator

2020-21 ECA

Cross Country – Boys & Girls

| | | |
|--------------|---------------|---------|
| Head Coach | Haack, Jenna | \$4,423 |
| Varsity Asst | Bakken, Chris | \$2,821 |

Equipment Manager

| | | |
|--------------------------|------------|---------|
| Equipment Manager (7-12) | Moen, Paul | \$6,903 |
|--------------------------|------------|---------|

Soccer – Boys

| | | |
|---------------------------|---------------------|------------------------|
| Head Coach | Murphy, Rob | \$5,177 |
| Varsity Asst & JV Coach | Bookler, Patrick | \$3,668 |
| Varsity & Sophomore Coach | Stanke, Julian | \$3,668 |
| Freshman Coach | Podgorski, Alyssa** | \$2,821 |
| Additional Coach (Goalie) | Kelly, Dylan** | \$2,800 (Booster Club) |

Soccer – Girls

| | | |
|---------------------------|------------------|---------|
| Head Coach | Hart, Tom | \$5,177 |
| Varsity Asst/JV Coach | Ricci, Marisaa** | \$3,668 |
| Varsity & Sophomore Coach | Hase, Shauna** | \$3,668 |
| Freshman Coach | Murphy, Connor | \$2,821 |

Swimming – Girls

| | | |
|-----------------------|-------------------|----------------------------------|
| Head Coach | Fischer, Sarah | \$5,177 |
| Varsity Asst Coach | Kier, Ty | \$3,668 |
| Assist – Diving Coach | Kriewall, Karli** | \$1,834 + \$1,825 (Booster Club) |

Tennis – Girls

| | | |
|------------------|------------------|---------|
| Head Coach (50%) | Spreigl, Rebecca | \$2,075 |
| Head Coach (50%) | Meyer, Pepper | \$2,075 |
| Asst. Coach | Sonday, Dave** | \$2,538 |

Student Council

| | | |
|-----------------------|------------|---------|
| Advisor - High School | Bauer, Kim | \$4,027 |
|-----------------------|------------|---------|

Academics/Other

| | | |
|------------------|----------------------|---------|
| Key Club Advisor | Arvidson, Jesse | \$1,402 |
| SADD Advisor | Alejandrino, Lindsay | \$4,020 |

| | | |
|-----------------------------------|-----------------|------------|
| WEB Advisor | Brian, Tiffany | \$1,760 |
| WEB Advisor | Leary, Katie | \$1,760 |
| WEB Advisor | Schultz, Meghan | \$1,760 |
| Affinity Group – BPO | Gay, Amber | \$4,027 |
| Affinity Group – CDLU | Lippke, Shannon | \$4,027 |
| Affinity Group – SAGA (50%) | Zender, Beth | \$2,013.50 |
| Affinity Group – SAGA (50%) | Binder, Allison | \$2,013.50 |
| Affinity Group – Women in Society | Ritzer, Ellie | \$4,027 |

* indicates a non-district employee

** indicates a returning non-district employee

2020-21 Building & Instructional Leadership Team (BILT) - \$1,200 Stipend

| | | |
|-----------------|-------------|------------|
| <u>Kaposia</u> | <u>ECSE</u> | <u>CLC</u> |
| Janelle Johnson | Amy Litfin | Ben Peake |

2020 Summer Curriculum Writing (\$29.00 per hour)

| | | |
|----------------------------------------------------------------------|----------------------------------|--------------------------------------------------------|
| <u>Kaposia</u> | | <u>Lincoln</u> |
| <u>Up to 16 hours</u> | <u>Up to 6 hours</u> | <u>Up to 10 hours</u> (increase from 9) |
| Katie Linscheid | Janelle Johnson Kris Kirchner | Jody Krone |
| <u>Up to 11 hours</u> (increase from 9) | | <u>Up to 7 hours</u> (increase from 6) |
| Kim Dahlen | <u>Up to 1 hour</u> | Jeanine Brown Nicola Derryberry Kristen Spanjers |
| | Sara Hannine | |
| <u>Up to 7 hours</u> (increase from 6) | | |
| Lisa Gorman Erin Gross Kim Laska Janelle Rau Erin Roeske | | |

Secondary Building

| | | |
|------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <u>Up to 36 hours</u> | <u>Up to 21 hours</u> (increase from 18) | <u>Up to 6 hours</u> |
| Randy Bjorklund (increase from 30) | Lindsay Alejandrino Christopher Gustilo | Austin Junker Don Nihart Jody Sielski Scott Youdas Beth Zehnder |
| <u>Up to 34 hours</u> (increase from 31) | | |
| Conrad Anderson | <u>Up to 15 hours</u> | |
| | Brandon Lambert (increase from 9) Dylan Olson (increase from 6) | |
| <u>Up to 24 hours</u> (increase from 18) | | <u>Up to 3 hours</u> |
| John Devine Andrew Doran | <u>Up to 9 hours</u> (increase from 6) Kari Aanenson Luke Olson | Lisa Kaufman Pete Schultz Susan Stabnow |

B. Resignations/Retirements/Leaves/Reductions/Other

1. Julia Brunner – Resignation from her position as 1.0 FTE Science Teacher, Community Learning Center, effective August 14, 2020.
2. Kayla Rogers – Leave of absence from her position as Licensed School Nurse, Lincoln Center, effective September 24, 2020, through approximately November 25, 2020.

Classified

A. Appointments/Reassignments

B. Resignations/Retirements/Leaves/Reductions/Other

1. Tammy Christopherson – Leave of absence from her position as Office Assistant, Kaposia Education Center, effective August 17, 2020, through November 30, 2020.
2. Jenny Lind – Resignation from her position as Special Education Assistant, Lincoln Center, effective August 17, 2020.
3. Humberto Sanchez Torres – Termination from his position as Part-Time Custodial Cleaner, District Office, effective August 14, 2020.
4. Susannah Spring – Resignation from her position as Nutrition Assistant, Kaposia Education Center, effective August 19, 2020.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Regular Board Agenda – Policy

Action Requested: Approval

Attachment: Policies: 522 and 808

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Policy Approval |
| Presenter(s): Superintendent Dave Webb |
| Background: <p>School district policy #208 requires policies under review to be placed on two consecutive School Board meeting agendas for review and comment by board members, staff and community members. On the third and subsequent meeting, the policies will go before the School Board for approval.</p> <p>Policy also states that in the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. Through guidance from the state, administration is bringing two policies before the School Board on Monday evening for review and approval under the emergency option.</p> <ul style="list-style-type: none">• Policy 522 – Title IX Non-Discrimination Policy, Grievance Procedure and Process: This policy has been completely revised.• Policy 808 – COVID-19 Face Covering Policy: This is a brand new policy that was drafted by the Minnesota School Boards Association |
| Recommendation: <p>Administration recommends approval of the policies listed above.</p> |
| Alternatives: <p>Approve all policies or select to pull certain policies for additional review time.</p> |



Adopted: October 25, 2004

MSBA/MASA Model Policy 522

Orig. 1995

Revised: 6/26/06; 7/25/16; 9/11/17; 6/10/19
5/26/20; 8/24/20

Rev. 2013 20

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

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Title IX Coordinator
Chad Sexauer, Athletic & Activities Director/Assistant Principal
700 North Second Street, South St. Paul, MN 55075
(651) 457-9435
csexauer@sspps.org

Alternate Title IX Coordinator
Leah Bourg, Middle School Principal
700 North Second Street, South St. Paul, MN 55075
(651)- 457-3659
lbourg@sspps.org

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

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

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the

complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

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

G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.

I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).

L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

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

1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The

Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

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

B. Objective and Unbiased Evaluation of Complaints

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

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

D. Confidentiality

1. The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

1. Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.
2. A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

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

G. Consolidation

1. The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one

party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

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

J. Timelines

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

forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

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

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A

report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

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

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a) The school district undertakes an individualized safety and risk analysis;
 - b) The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c) The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

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

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

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

VIII. DISMISSAL OF A FORMAL COMPLAINT

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

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

IX. INVESTIGATION OF A FORMAL COMPLAINT

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

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

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

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex

discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

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

~~XVI. PURPOSE~~

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

~~XVII. GENERAL STATEMENT OF POLICY~~

- ~~A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.~~
- ~~B. Every school district employee shall be responsible for complying with this policy.~~
- ~~C. The school board hereby designates the Activities Director, 700, Second Street North, South St. Paul, Minnesota 55075, (651) 457-9417, as its Title IX coordinator. This employee coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX.~~
- ~~D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.~~

XVIII. REPORTING GRIEVANCE PROCEDURES

- A. ~~Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.~~
- B. ~~In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.~~
- C. ~~Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.~~
- D. ~~The school board hereby designates the Human Resource Director, 104—5th Avenue South, South St. Paul, Minnesota 55075, (651) 457-9473, as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.~~
- E. ~~The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers and work email addresses.~~
- F. ~~Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.~~

- G. — Use of formal reporting forms is not mandatory.
- H. — The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

XIX. — INVESTIGATION

- A. — By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. — The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. — In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. — In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. — The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

XX. — SCHOOL DISTRICT ACTION

- A. — Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to,

~~warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.~~

- ~~B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.~~

~~XXI. REPRISAL~~

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

~~XXII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES~~

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

~~XXIII. DISSEMINATION OF POLICY AND EVALUATION~~

- ~~A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.~~
- ~~B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.~~

~~**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)~~

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



Adopted: August 24, 2020

MSBA/MASA Model Policy 808

Orig. 2020

808 COVID-19 FACE COVERING POLICY

I. PURPOSE

The purpose of this policy is to establish requirements for employees, students, and other persons (including visitors, guests, contractors, etc.) present on school property to wear face coverings in classrooms, preschool, child care settings and other indoor areas, as well as outdoor areas where a physical distance of 6 feet cannot be maintained between persons, in order to minimize exposure to COVID-19.

II. GENERAL OF STATEMENT OF POLICY

- A. The policy of the school district is to comply with Executive Order 20-81, Executive Order 20-82, and applicable face covering requirements from the Minnesota Department of Health and the Minnesota Department of Education.
- B. Face coverings are meant to protect other people in case the wearer does not know they are infected.
- C. Unless an exception described in Part IV below applies, all students, staff, and other people present indoors in school buildings and district offices or riding on school transportation vehicles are required to wear a face covering.
- D. A violation of this policy occurs when any student, staff, or other person present in a school building, in the school district office, or on a school transportation vehicle fails to wear a face covering, unless an enumerated exception applies.

III. DEFINITION OF FACE COVERING

- A. A face covering must be worn to cover the nose and mouth completely, should not be overly tight or restrictive, and should feel comfortable to wear. The following are included in the definition of face covering:
 - 1. Paper or disposable mask;
 - 2. Cloth face mask;
 - 3. Scarf;
 - 4. Neck gaiter;
 - 5. Bandana;
 - 6. Religious face covering; and
 - 7. Medical-grade masks and respirators
- B. A face shield is a clear plastic barrier that covers the face and allows visibility of facial expressions and lip movements for speech perception. A face shield should

extend below the chin anteriorly, to the ears laterally, and there should be no exposed gap between the forehead and the shield's headpiece.

- C. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

IV. EXCEPTIONS AND ALTERNATIVES; TEMPORARY REMOVAL OF FACE COVERING

- A. Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance, or anyone who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition.
- B. A face shield may be used as an alternative to a face covering in the following situations:
 - 1. A student in grades kindergarten through eighth grade may wear a face shield when wearing a face covering is problematic.
 - 2. A teacher of any grade level may wear a face shield when wearing a face covering may impede the educational process.
 - 3. Staff, students, or visitors who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition may wear a face shield instead of a face covering.
 - 4. Staff providing direct support student services may wear a face shield instead of a face covering when a face covering would impede the service being provided.
- C. Staff, students, and other people present in school buildings or in district offices may temporarily remove their face covering or face shield in the following situations:
 - 1. When engaging in classes or activities conducted outdoors, though people participating in these activities should maintain six feet of distance to the extent possible;

2. When engaging in indoor physical activity where the level of exertion makes wearing a face covering difficult, though people participating in these activities should maintain six feet of distance to the extent possible;
3. During activities, such as swimming or showering, where the face covering will get wet;
4. While receiving a service, including nursing, medical, or personal care services, that cannot be performed or is difficult to perform when the individual receiving the service is wearing a face covering;
5. Pre-kindergarten students age 5 years and younger participating in programming in a school building or district office;
6. When the wearer needs to remove their face covering to eat or drink, though care should be taken to maintain as much space as possible between people while doing so;
7. During indoor practices or performances involving singing, acting, public speaking, or playing musical instruments where a face covering cannot be used while playing the instrument, though people participating in these activities should maintain six feet of distance to the extent possible;
8. When required by school staff for the purposes of identification;
9. Staff working alone in their offices, classrooms, vehicles, or job locations that have no person-to-person interaction;
10. Staff working in communal spaces that have barriers such as Plexiglas or cubicle walls between employees that are above face level; or
11. When communicating with a person who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with a face covering difficult, provided that social distancing is maintained to the extent possible.

V. IMPLEMENTATION

- A. This policy will be conspicuously posted in each school building and administrative office and communicated to students, staff, families, and potential visitors to the school building.
- B. The school district will provide face coverings and/or face shields to employees and students. Employees and students may choose to wear their own face covering as long as it covers the nose and mouth. To the extent practicable, the

school district will maintain an extra supply of face coverings for people who forget to bring their face covering.

- C. The school district will teach and reinforce the use of face coverings and/or face shields for students and staff throughout the school day, including on transportation vehicles, inside school buildings, and generally when on school grounds.
- D. Individuals who cannot tolerate a face covering due to a medical condition or disability related condition may be permitted to utilize alternative options such as a face shield or other reasonable accommodation. The Superintendent or designee shall have discretion to determine whether an employee, parent, or community member qualifies for a reasonable accommodation and the accommodation to be provided. For a student with a medical condition or disability, the student's education team (i.e. IEP team, Section 504 team, health plan team) will determine whether the student qualifies for a reasonable accommodation and the accommodation to be provided. As a condition to granting a reasonable accommodation, the school district may require an individual to provide a physician's note and/or other relevant information or with respect to the condition or circumstance. Requests for reasonable accommodations from the face covering requirement shall be assessed on a case-by-case basis in accordance with applicable federal and state law.
- E. All face coverings shall meet the requirements of applicable dress code policies and/or codes of conduct. To the extent the face covering requirements of this policy conflict with MSBA Model Policy 504 – Student Dress and Appearance, this Policy shall control.
- F. The school district will make available distance learning to its enrolled students who may be medically vulnerable or otherwise unwilling to return to in-person or hybrid learning.

VI. ENFORCEMENT; CONSEQUENCES FOR NON-COMPLIANCE

- A. In order to promote the health and safety of employees, students and members of the community, and make available a safe environment that is conducive to learning, compliance with this policy is necessary.
- B. Employees who fail or refuse to comply with this policy may be subject to discipline, as appropriate, up to and including the termination of employment.
- C. Students who fail or refuse to comply with this policy may be subject to discipline or removal from school property. Students unwilling to participate in in-person or hybrid learning in compliance with this policy will be offered distance learning.

- D. The school district may, in its discretion, report violators of this policy to law enforcement. Any individual who willfully violates Emergency Executive Order 20-81 or 20-82 is guilty of a petty misdemeanor and upon conviction must be punished by a fine not to exceed \$100. (NOTE: This does not apply to: (1) children younger than 14 years old; or (2) students 14 years old and older who are enrolled in a school identified in Paragraph 12 of Emergency Executive Order 20-81, and who are on the premises of the school for educational purposes).

Legal References: Emergency Executive Order 20-81
Emergency Executive Order 20-82
Minn. Stat. § 12.45 (Governor's Orders and Rules, Effect)
Minn. Stat. § 12.45 (Violations; Penalties)

Cross References: MSBA/MASA Model Policy 807 (Health and Safety Policy)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: August 24, 2020

Place on Agenda: Business Items

Action Requested: Approval

Attachment: Birth-to-8 Joint Powers Agreement

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: Birth-to-8 Joint Powers Agreement |
| Presenter(s): Finance Director Aaron Bushberger |
| Background: Over the past 4 years, Dakota County and 4 School Districts in the county, South St. Paul, Inver Grove Heights, West St. Paul and Burnsville have formed a Birth-8 partnership. This goal of this partnership is to increase the percentage of students reading well by 3rd grade in coordination with Dakota County. Our partnership has developed a joint powers agreement to help clarify expectations on data sharing on student developmental milestones and responsibilities of participating districts with the county. |
| Recommendation: Administration recommends the approval of the Birth-to-8 Joint Powers Agreement. |
| Alternatives: Do not approve the Birth-to-8 Joint Powers Agreement and direct administration with next steps. |

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND SPECIAL SCHOOL DISTRICT 6
FOR BIRTH TO AGE 8 PROGRAM SERVICES**

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter “County,” and Special School District 6, South St, Paul, Minnesota, hereinafter “School District.” This Agreement uses the word “Parties” for both County and School District.

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County operates a Birth to Age 8 program (“Program”) with the goal of assuring that all children reach key developmental milestones in order to better ensure they are reading proficiently by third grade; and

WHEREAS, research shows that children who read proficiently by third grade have a greater likelihood of graduating from high school and demonstrating long term economic success; and






WHEREAS, the Parties desire to establish a method by which the Parties can access shared data on children’s developmental milestones; and

WHEREAS, the Parties’ respective governing boards authorized the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the Program requirements set forth in legislation enacted in the 2017 Special Session of the Minnesota Legislature, as described in Exhibit 1. The County will create an online data sharing portal (“the Portal”) to which the Parties, pursuant to valid authorizations for release of information, will enter data on children related to the five key developmental milestone markers (“milestones”) from birth to age eight: (1) birth benchmark; (2) 0-36 months developmental screening(s); (3) early childhood screening; (4) kindergarten assessment; and (5) first, second, and third grade reading levels, and as described below. Such data shall be entered into the Portal by a color-coded indicator only (green, yellow, red “stoplight”) as described in Articles 2 and 3.

| |  Birth |  0 - 36 months |  3-4 Years |  Kindergarten |  8 Years/ 1st - 3rd Grade |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Milestones | Benchmark Indicators: | Developmental screening <i>(at recommended intervals)</i> | Early Childhood Screening | Kindergarten Assessment | 1st, 2nd, 3rd Grade Reading Level |
| | - Less than 2500 grams birthweight - Mother's age - Enrolled in MA or WIC - Maternal use of tobacco - Maternal level of education | - ASQ/ASQ-SE indicates concern - HT/WT/Vision/Hearing - Behind on Immunizations | - School District Early Childhood Screening indicates concerns | - Kindergarten Entry Profile Screening indicates concerns | - Scores below grade level |

1.2 Cooperation. The County and the School District shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. This Agreement is effective and enforceable on the date the last Party signs this Agreement (“Effective Date”) and expires on June 30, 2021.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Offer enrollment in the Program to children living in the School District ("enrolled child(ren)"), with attention to those who meet one or more of the enrollment criteria listed in Exhibit 1. Enrollment will occur either through the County's Women, Infant and Children (WIC) Program, Follow Along Program (FAP), Family Home Visiting (FHV) program, or any other County program that is determined as useful for identifying children at risk of falling below established guidelines;
- B. Collect basic demographic information about enrolled children, which includes name, gender, date of birth, parent/guardian name and contact information, language communication preference, and potential eligibility for or enrollment in Medical Assistance (MA);
- C. Collect existing enrolled children's height/weight and hearing vision concerns as determined by the County's Public Health Nurses, Ages and Stages Questionnaires (ASQ) (as described in Exhibit 2), and the enrolled children's immunization statuses;
- D. Create a birth benchmark for each enrolled child, if the child was born in Dakota County, and as described in Exhibit 2;
- E. Calculate and enter into the Portal data regarding developmental milestones for which the County is responsible to determine by color-coded indicators (green, yellow, red "stoplights").
- F. Monitor enrolled children's development over time, from birth through third grade, using criteria correlated to reading proficiency and graduation likelihood;
- G. Obtain and maintain releases of information from parents or legal guardians who voluntarily choose to have their children participate in the Program, and which are necessary for the release of data to the School District in the Portal;
- H. Maintain The Portal;
- I. Enter stoplight indicators into the Portal for the first two milestones: birth benchmark and 0-36 developmental screening(s) of all enrolled children, when available, as well as referrals and interventions offered;
- J. Provide identified staff in the School District with password-protected access to the Portal so that the School District may view and obtain the enrolled-children's data consistent with any releases of information it deems necessary under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (MGDPA) and Minn. R. Ch. 1205; and
- K. Remove access rights to enrolled children's data if the children's family moves outside of the School District.

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Offer enrollment at early childhood screenings and at other points, as determined by the School District;
- B. Access the Portal to obtain data about the enrolled children that may need assistance with identified developmental milestones. Such access to the Portal must only be obtained by the School District's identified district staff;
- C. Determine whether an enrolled child has met the developmental milestones at: early childhood screening, kindergarten assessment, and first, second, and third grade reading levels;
- D. Report developmental milestones in the Portal as pass (green), monitor (yellow) or fail (red) "stoplights;"
- E. Not release data underlying the stoplights to the County nor enter the data into the Portal; and
- F. Obtain all releases of information it deems necessary under state and federal law, including the MGDPA and any other state or federal privacy laws that apply to the School District, prior to entering data in the Portal.

4. LIMITATION OF LIABILITY

- 4.1 Liable for Own Acts. Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. Activities by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the

Parties that they shall be deemed a “single governmental unit” for the purposes of liability, at set forth in Minn. Stat. §471.59, subd. 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

- 4.2 Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify the other Party, their board members, employees, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, or anyone directly or indirectly employed by the Party or anyone whose acts the Party may be liable.
- 4.3 Limitation. Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate liability caps.

5. **FORCE MAJEURE**

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party’s reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. **TERMINATION**

- 6.1 Termination Without Cause. Either Party may withdraw from or terminate this Agreement without cause by providing 30 days’ Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 Termination for Cause or Material Breach. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or effective date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement, including allowing access to the Portal by any person other than those with the titles identified herein.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement, including the Portal, as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties and Obligations of Parties Upon Termination. Upon either Party providing the Notice of Termination, and except as otherwise stated, the Parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of Portal access.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 “Protected Data” has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA. Data that is created, collected, received, stored, used, maintained, or disseminated by the School District in performance of this Agreement may also be subject to the requirements of the Family Educational Rights and Privacy Act (FERPA), and any other state or federal privacy laws that apply to the School District’s data. The County is not subject to FERPA requirements.
- 11.3 The Parties acknowledge that they may transmit Protected Data to the Portal in connection with this Agreement. The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 As a condition of the County providing the School District with access credentials to the Portal, the School District shall comply with Exhibit 3, Dakota County Portal Access, which is attached and incorporated herein.
- 11.6 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

14. MERGER

- 14.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:
 - Exhibit 1— Legislation
 - Exhibit 2-- Dakota County’s Birth Benchmark and ASQs; and
 - Exhibit 3—Dakota County Portal Access.

By signing this Agreement, the Parties acknowledge receipt of all the above Exhibits. If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Agreement. If there is a conflict between any

provision of Exhibit 1 and another Exhibit, the provision of Exhibit 1 will prevail. If there is a conflict between any provision of Exhibit 3 and another Exhibit, the provision of Exhibit 3 will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

/s/ Suzanne W. Schrader Aug. 7, 2020
Assistant County Attorney/Date
County Attorney File No. KS-20-347-2

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Director

Date of Signature _____

Approved by School Board
Resolution No. _____

Approved as to form:

/s/ Maggie R. Wallner Aug. 7, 2020
Attorney for School District/Date

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____

EXHIBIT 1

Minnesota Legislation

The following provision is in Senate File 2 of the 2017 Special Session of the Minnesota Legislature. The Governor approved this legislation on May 30, 2017. The 2017 legislation was subsequently amended in House File 11 of the 2020 Special Session of the Minnesota Legislature, and approved by the Governor on June 18, 2020:

Sec. 33. Minnesota Birth to Age Eight Pilot Project.

Subdivision 1. Authorization. The commissioner of human services shall award a grant to Dakota County to develop and implement pilots that will evaluate the impact of a coordinated systems and service delivery approach on key developmental milestones and outcomes that ultimately lead to reading proficiency by age eight within the target population. The pilot program is from July 1, 2017, to June 30, 2021.

Subd. 2. Pilot design and goals. The pilot will establish key developmental milestone markers from birth to age eight. Pilot program participants will be developmentally assessed and tracked by a technology solution that tracks developmental milestones along the established developmental continuum. If a pilot program participant's progress falls below established milestones, the coordinated service system will focus on identified areas of concern and offer referrals or services to pilot program participants.

Subd. 3. Program participants in target population. Pilot program participants must opt in and provide parental or guardian consent to participant and be enrolled or engaged in one or more of the following:

- (1) a Women's Infant & Children (WIC) program;
- (2) a family home visiting program or Follow Along Program;
- (3) a school's early childhood screening; or
- (4) any other Dakota County or school program that is determined as useful for identifying children at risk of falling below established guidelines.

Subd. 4. Evaluation and report. The county or counties shall work with a third party evaluator to evaluate the effectiveness of the pilot and report to the legislative committees with jurisdiction over human services policy and finance each year by February 1 with an update on the progress of the pilot. The final report on the pilot is due January 1, 2022.

EXHIBIT 2

Birth Benchmark and Developmental Benchmarks

Birth Benchmark Explanation

As part of the Birth to Age 8 Program, the County will create and then add a birth benchmark to each enrolled child's Portal profile.

The Parties agree that they have cooperatively created the following indicators and that such indicators may change over time, but the County will seek input and approval from the School District prior to implementing any new criteria. The Parties agree that the indicators that form the birth benchmark will be based on research that connects the criteria to the ability to read by age eight. Additionally, the indicators are all criteria that are required for participation in the County's Family Home Visiting (FHV) program, which is one possible enrollment criterion for the Program. At the time of signing this JPA, the following are the birth benchmark indicators, which are collected from the Minnesota Department of Health birth record information and systems used by state and county workers to determine eligibility for public assistance:

- Birth weight less than 2500 grams;
- Birth mother's use of tobacco while pregnant;
- Birth mother's level of education at time of delivery (less than high school diploma or GED);
- Whether the birth mother was a teen parent (<19 years) at the time of delivery; and
- Whether the birth mother was enrolled in Medical Assistance (MA) or Women, Infants and Children (WIC) at the time of delivery.

The Portal will automatically calculate a color-coded result (a red, yellow, or green "stoplight") based on the following equal-weighted scale:

- 0-1 of the indicators: Green
- 2-3 of the indicators: Yellow
- 4-5 of the indicators: Red

County staff will calculate the color-coded result, and the Portal will populate an enrolled-child's profile with the stoplight. The School District will not have access to the individual indicators that triggered the stoplight color. Only designated County and School District staff will be able to view the stoplight. The birth benchmark helps show where the child started in life, compared to the child's progress throughout the term of the Program. The Parties will use this information to show progress over time for each enrolled child, offer referrals and/or services, as well as for Program evaluation purposes.

Dakota County Developmental Milestone Benchmarks: Ages and Stages Questionnaires (ASQs) and Stages Questionnaires – Social Emotional (ASQ-SE)

The County uses ASQ or ASQ-SE tools to measure if each enrolled-child has met developmental milestones in communication, gross motor, fine motor, personal social, problem solving and social emotional behaviors. Results from ASQ/ASQ-SE screening will be uploaded to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers will not be shared with the School District.

School District Developmental Milestone Benchmarks

The School District will measure whether each enrolled-child has met developmental milestones for ages 36 months through third grade:

- Early Childhood Screening
- Kindergarten Assessment
- 1st, 2nd, 3rd Grade Reading

The School District will upload the results to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers, scores, or any other underlying data will not be shared with the County.

Exhibit 3

DAKOTA COUNTY PORTAL ACCESS

The County has created and controls the Portal as the data system to facilitate the sharing of milestone data with the School District. The School District has been granted access to the Portal, as defined in the Agreement, which contains not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a (hereinafter, "Protected Data"). Accordingly, the School District shall take measures to ensure that its officers, employees, and independent contractors (collectively, "staff") who have access to the Portal, adhere to all applicable privacy and security requirements and standards in state and federal law, industry regulations, and County policy governing such access.

While accessing the Portal, School District agrees to comply with the following conditions and notify its staff who access the Portal of the same:

- (1) School District shall cooperate with the County in setting up a limited number of accounts to access the Portal for only those Staff who have a direct administrative role in the Program;
- (2) School District will ensure that each Staff person with Portal access has unique credentials (which shall be different than the Staff's password for other websites, email, network login, etc.).
- (3) Staff shall access, maintain, use, copy, modify, or disseminate Protected Data only if it is necessary to perform the duties for which the staff have been authorized by the School District pursuant to the Agreement.
- (4) School District shall establish, maintain, and enforce that staff shall access only the minimum amount of Protected Data necessary to conduct their duties under the Agreement.
- (5) Staff shall have no expectation of privacy while accessing or using the Portal, and the County and the School District reserve the right to review, audit, and monitor the access and use of the Portal.
- (6) School District shall reasonably update the County's Public Health Liaison regarding staff access rights based on staff or Portal changes and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Protected Data are appropriate and no greater than are required for a staff member to perform his/her functions necessary under the Agreement.
- (7) School District shall notify the County's Public Health Liaison if there is a change (e.g. termination, reassignment, etc.) in any staff work status or access requirements within 3 business days of such change.
- (8) Staff shall not access the Portal for purposes or activities outside the scope of the staff's duties related to the Program.
- (9) Staff shall keep secure all Protected Data for which School District is responsible and has access.
- (10) Staff shall not reveal their access credentials to anyone, and School District will immediately inform the County's Public Health Liaison if there is reason to believe that anyone may have learned of, or used, staff credentials.
- (11) Staff shall not attempt to, nor assist others, in subverting network security to impair its functionality or to bypass restrictions set by the Portal administrators.
- (12) School District shall notify the County by emailing the Dakota County IT Help Desk at helpdesk@co.dakota.mn.us within 24 hours in the event that School District discovers that there has been a "breach of the security of the data," as that term is defined in Minn. Stat. § 13.055, subd. 1 (a), or a suspected breach of the security of the data. Such notification shall include, at a minimum, (1) the nature of the suspected or actual breach of the security of the data; (2) the types of potentially compromised Protected Data; (3) the duration and expected consequences of the suspected or actual breach of the security of the data; and (4) any mitigation or remediation measures taken or planned in response to the suspected or actual breach of the security of the data. School District shall cooperate with County in the investigation of any suspected or actual breach of the security of the data.

- (13) Each Party is responsible for providing and paying for any and all individual or regulatory notifications in connection with a data breach involving that Party's data.

School District acknowledges and agrees that if any of the above conditions are violated, School District may be subject to Agreement termination provisions. The Parties acknowledge and agree that data confidentiality requirements extend beyond the expiration or termination of the Agreement. School District acknowledges and agrees that it will comply with the above provisions.

END OF EXHIBIT



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, August 24, 2020

Place on Agenda: Committee-of-the-Whole and Regular Agenda

Action Requested: Approval

Attachment: 2020-21 Proposed Miscellaneous Wages

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic: 2020-21 Miscellaneous Wages |
| Presenter(s): Cathy Miller, Human Resource Director and Aaron Bushberger, Finance Director |
| Background: Annually, substitute pay rates are recommended to the School Board for approval. In addition, wages for game workers, officials and other miscellaneous tasks are included in this report. |
| Recommendation: Approval of 2020-21 Miscellaneous Wages |
| Alternatives: Do not approve miscellaneous wages and direct administration with next steps. |

2020-21 Miscellaneous Wages

Rates are effective July 1, 2020

Rates are hourly unless otherwise indicated

| Category | Assignment | Wage |
|-------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------|
| Students (District 6) | PAC Building Attendant | \$12.00 |
| | Kids Choice Aide | \$13.00 |
| | Summer Strength Camp | \$12.00 |
| | Summer Basketball Camp | \$12.00 |
| Substitutes | Teacher | \$135/day (\$85 half day only, up to 4 hours) |
| | Teacher (SSP retiree) | \$150/day (\$85 half day only, up to 4 hours) |
| | Preschool Instructor | \$135/day (\$85 half day only, up to 4 hours) |
| | Preschool Instructor – long term substitute (30 consecutive days in the same assignment) | \$29.34 |
| | District/Building Teacher (full day, school year) | \$150/day |
| | School Nurse (LSN/RN credential) | \$25.00 |
| | School Nurse (LPN credential) | \$20.00 |
| | Clerical/Health Assistant | \$14.00 |
| | Student Supervision (lunchroom, crossing guard, bus, parking lot) | \$13.00 |
| | Kids Choice, Classroom, or Early Learning Assistant | \$13.00 |
| | Special Ed Assistant, One-On-One Assistant | \$14.00 |
| | Special Ed Assistant - long term substitute (30 consecutive days in the same assignment) | \$16.00 |
| | District/Building Classroom Assistant (full day, school year) | \$16.00 |
| | Cleaner | \$15.00 |
| | Nutrition Services Assistant | \$13.00 |
| Community Education/ Other | Child Care (events/classes/meetings) | \$15.00 |
| | Facilitator (group/class/event) | \$25.00 |
| | Packer Pad Assistant | \$13.00 |
| | Packer Pad Supervisor | \$13.50 |
| | Summer Strength Advisor | \$18.00 |
| | Summer Basketball Camp Advisor | \$18.00 |
| Game Workers | Tickets/Admissions, Announcer/Press Box, Scorer/Timer, Line Judge, Supervision/Security | \$30 per event |

| | | |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| | <u>Event:</u> Swimming & Diving Girls & Boys, Soccer (Single Game), Gymnastics, Basketball-Varsity, JV, B-Squad (Scorer/Timer/ Announcer), Volleyball (Announcer/Line Judge), Football (Press box) | |
| | Tickets/Admissions, Announcer/Press Box, Scorer/Timer, Line Judge, Supervision/Security <u>Event:</u> Hockey, Soccer (Double Header), Wrestling (Dual or Tri), Football (Ticket/ Admissions & Supervision/Security), Volleyball (Ticket/Admissions & Scorer), Basketball-2 games (Ticket/Admissions) | \$50 per event |
| | Tickets/Admissions, Announcer/Press Box, Scorer/Timer, Line Judge, Supervision/Security <u>Event:</u> Basketball-3 games (Tickets/Admissions), Wrestling (Quad) | \$100 per event |
| | Site Manager Event: Swimming & Diving Girls (Meet), Dance Team (Regular Meet), Gymnastics, Hockey, Swimming & Diving Boys (Meet), Wrestling (Dual), Baseball, Softball, Track & Field (Dual) | \$50 per event |
| | Site Manager Soccer (Single game), Swimming & Diving Girls (Invitational), Volleyball, Basketball, Wrestling (Tri), Swimming & Diving Boys (Invitational), Track & Field (Triangular) | \$75 per event |
| | Site Manager Football, Soccer (Double Header), Dance Team (Sat Meet), Dance Team (Saturday Meet), Wrestling (Quad) | \$100 per event |
| Officials <i>(as determined by the Metro Official's Fee Structure)</i> | FOOTBALL | Per Event |
| | Varsity Game (5 Officials) | \$89 |
| | JV/B/9 Game (3 Officials) | \$79 |
| | Middle School - per official | \$69 |
| | SOCCER | Per Event |
| | Varsity (3 Officials) | \$75 |
| | Varsity (2 Officials) | \$85 |
| | Doubleheader (3 Officials) | \$137 |
| | Doubleheader (2 Officials) | \$156 |
| | JV/B/9 - Game (2 Officials) | \$52 |
| | JV/B/9 - Double Header (2 Officials) | \$93 |
| | JV/B/9 Game (1 Official) | \$60 |
| | JV/B/9 Double Header (1 Official) | \$108 |
| | Middle School (per official) | \$45 |

| | |
|-------------------------------------------------------------------------------------------|------------------|
| Single Game Cancelled | 1/2 Fee |
| Single Game Suspended | 2/3 Fee |
| Doubleheader-second Game Cancelled | game fee |
| Doubleheader-second Game Suspended | game fee |
| SWIMMING | Per Event |
| Double Dual (Varsity & JV) | \$133 |
| Double Dual (Varsity Only) | \$118 |
| Offsite Diving | \$56 |
| Varsity & JV Meet (2 Officials with up to 5 more exhibition heats or extra dives 36/team) | \$75 |
| Varsity & JV Meet (1 Official with up to 5 more exhibition heats or extra dives 36/team) | \$85 |
| Invitational Meet (per hour) | \$40 |
| VOLLEYBALL | Per Event |
| Varsity (2 Officials) | \$74 |
| Varsity/JV & B (2 Officials) | \$92 |
| Any combination of two JV/B/9 | \$77 |
| Lower Level Match (1 Official) | \$51 |
| Additional Prelim (9th grade) match added to (JV or B) + Varsity (add to total amount) | \$30 |
| Varsity Tournament (2 Officials) | \$36 |
| JV/B/9 Tournament (1 or 2 Officials) | \$33 |
| Middle School (per official) | \$45 |
| BASKETBALL | Per Event |
| Varsity Game (2 or 3 Officials) | \$79 |
| Varsity plus Lower Level | \$116 |
| Varsity Double Header (2 or 3 Officials) | \$130 |
| Two Lower Level Games (JV or B) | \$98 |
| Single Game (Non 9th Grade Lower Level) | \$61 |
| Two 9th Grade Games | \$90 |
| Single 9th Grade Game | \$61 |
| Middle School (2 officials - 2 games) | \$52 |
| Middle School (1 official -2 games) | \$64 |
| GYMNASTICS | Per Event |
| Varsity & JV (2 Officials) | \$118 |
| Varsity & JV (3 Officials) | \$94 |
| 8 Team Invitational (per official) | \$122 |
| HOCKEY | Per Event |
| Varsity Game (Referee) | \$93 |
| Varsity Game (Linesman) | \$76 |
| JV (Official) | \$76 |
| WRESTLING | Per Event |
| Varsity & JV (1 Official) | \$105 |
| Varsity Only (1 Official) | \$75 |
| Two Varsity Duals | \$124 |
| Three Varsity Duals | \$156 |
| One JV Dual | \$57 |
| Two JV Duals | \$94 |
| Three JV Duals | \$116 |
| One Varsity Dual | \$139 |
| Two Varsity Duals | \$119 |

| | |
|--------------------------------------------------------------|------------------|
| Middle School/Junior High | \$62 |
| One 9th Dual | \$62 |
| Two 9th Duals | \$89 |
| Three 9th Duals | \$104 |
| Weigh-ins - Meet | \$20 |
| Weigh-ins - Tournament | \$40 |
| <u>Tournaments</u> | |
| Varsity (less than 8 hrs.) | \$217 |
| Varsity (more than 8 hrs.) | \$242 |
| JV/9 (less than 8 hrs.) | \$172 |
| JV/9 (more than 8 hrs.) | \$192 |
| BASEBALL | Per Event |
| Varsity Game (2 Umpires) | \$80 |
| B/JV/9 (1 Umpire) | \$80 |
| Two 5 inning games (Less than Varsity) 5/7th Pay Per game | \$57.60 |
| Middle School (per official) | \$57 |
| SOFTBALL | Per Event |
| Varsity (2 Umpires) | \$72 |
| B/JV/9 (1 Umpire) | \$72 |
| Two 5 inning games (Less than Varsity) 5/7th Pay Per Game | \$50.40 |
| Middle School (per official) | \$50 |
| DANCE TEAM | Judge |
| Number of Routines | |
| 2 | \$43 |
| 3 to 4 | \$48 |
| 5 to 10 | \$58 |
| 11 to 15 | \$64 |
| 16 to 20 | \$74 |
| 21 to 25 | \$77 |
| 26 to 30 | \$84 |
| 31 to 40 | \$94 |
| 41 to 50 | \$110 |
| 51 to 60 | \$120 |
| 61 to 70 | \$130 |
| 71 to 80 | \$156 |
| 81 to 90 | \$171 |
| 91 to 100 | \$192 |