



1.0 CALL TO ORDER (Forsberg)

2.0 ROLL CALL OF ATTENDANCE (Oksnevad)

3.0 APPROVAL OF AGENDA (Forsberg)
Motion by: _____ *Seconded by:* _____ *Vote:* _____

4.0 BOARD CALENDAR DATES

- Friday, November 8, 2019 – Career & Tech Advisory Committee Breakfast from 7:30-9:00 a.m. at Century College East Campus
- Thursday, November 14, 2019 – Program visit to Karner Blue Education Center from 9:00 -10:00 am
- Wednesday, December 4, 2019 – Regular School Board meeting at 6:00 p.m.
- Thursday, December 5, 2019 – Area Learning Center graduation at Quora Education Center at 6:00 p.m.

5.0 QUESTIONS AND/OR COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS

Visitors attending the meeting who wish to address the school board on any issue that is not on the agenda may do so at this time.

6.0 PRESENTATION AND DISCUSSION ITEMS

- 6.01 Presentation: TAP Program (Jordan)
Ann Peterson, principal and Emily Johnson, Canvas Health
- 6.02 Presentation: 2018-19 District Annual Report (Wilkins)
- 6.03 First Reading of Board Policies (Hayes)
 - 414 Mandated Reporting of Maltreatment of Vulnerable Adults (revised)
 - 419 Tobacco-Free Environment (revised)
 - 516 Student Medication (revised)
 - 613 Graduation Requirements (revised)
 - 713 Student Activity Accounting (revised)
 - 802 Disposition of Obsolete Equipment and Material (revised)

7.0 SUPERINTENDENT’S REPORT (Hayes)

8.0 APPROVAL OF THE CONSENT AGENDA (Hayes)

Consent items, November 6, 2019 – School Board Agenda as warranted including approval of:

- Minutes – Meeting Minutes of October 2, 2019
- Payment of Bills and ACH Payments
- Personnel –Employment, Resignation, Adjust Hours/FTE, Leave of Absence, Individual Contracts, Reassignment/Transfers, Probationary Terminations
- Donations

- Approval of Credit Cards and Card Holders

Motion by: _____ Seconded by: _____ Vote: _____

9.0 ACTION ITEMS

9.01 Acceptance of Long-Term Disability and Life Insurance Proposal (Ramm)

Based upon the multiple quotes received, we are switching our carrier for long term disability and life insurance to The Standard from Prudential. This change will reduce the District’s annual premium from \$106,135 to \$87,995 (-17.1%) with no decrease in coverage. In addition to this decrease in premium, The Standard will also provide EAP services for our employees as a part of their package. This will allow the District to discontinue this service with HealthPartners resulting in additional cost savings.

The Superintendent recommends that the School Board accept the proposal from The Standard to provide Long Term Disability, Life Insurance and EAP services for the period of January 1, 2020 through December 31, 2021, for a premium of \$87,995.

Motion by: _____ Seconded by: _____ Vote: _____

9.02 Approval of Rental Rates for Quora Conference Center (Jacobson-Schulte)

Northeast Metro 916 has board approved rental rates for our facilities. We have limited spaces we can rent out due to the design of our facilities, as well as fire marshal requirements. In the past, all of the spaces rented were at our old building, Capitol View Center (CVC). Rental at CVC had focused on the gymnasium and the Capitol Room for training. We continue to make available similar spaces at Quora Education Center (QEC). We now have enough experience at QEC to provide a recommendation for new rental rates. The new rates were determined based on some research (a) to cover district costs during rental times; and (b) on what other districts charge for gymnasium spaces. It is also recommended by the superintendent that the District not charge rent to our member districts for use of the conference center.

The Superintendent recommends that the School Board approve the rental rates for Quora Conference Center as listed below.

Room	Seating Capacity	Full Day Rate	Evening or ½ Day Rate
Conference Room A	104	\$200.00	\$130.00
Conference Room B	105	\$200.00	\$130.00
Full Conference Room (A and B)	209	\$400.00	\$260.00
Conference Room C	38	\$140.00	\$91.00
Conference Room D	23	\$90.00	\$60.00
Full Conference Center	270	\$630.00	\$410.00

Full Gym	352	\$315.00	\$45 per hour (2 hrs minimum) Available weekdays after 5:00 p.m.
Half Gym	176	\$190.00	\$25 per hour (2 hrs minimum) Available weekdays after 5:00 p.m.

Add an additional \$75 per hour maintenance on Saturdays. Minimum charge of 2 hours.

Add an additional \$65 per hour maintenance fee after regularly scheduled maintenance hours.

Regularly scheduled hours are 7:30 a.m. to 9:30 p.m. weekdays.

Motion by: _____ *Seconded by:* _____ *Vote:* _____

9.03 Approval of Canvas Health Agreement to Provide Mental Health Services (Naidicz)

The purpose of this agreement is to facilitate the delivery of mental health and related services to students attending Northeast Metro 916 programs. These services are provided through the Innovation to Improve Mental Health Outcome for Youth attending a Qualified School Unit Grant. The approved contract amount at the October 2, 2019 board meeting was \$488,330.57 and did not include the cost for chemical health services of \$84,701.22 in the board motion. The actual total amount of the contract is \$533,032.14. The contract has not changed and this total is funded through the Innovation Grant.

The Superintendent recommends the School Board approve the agreement between Canvas Health and Northeast Metro 916 to provide mental health and related services to students enrolled at Northeast Metro 916 in the corrected amount of \$533,032.14 that is funded through the Innovation Grant for the period July 1, 2019 through June 30, 2020.

Motion by: _____ *Seconded by:* _____ *Vote:* _____

9.04 Approval of Ramsey County Mental Health Collaborative Amended and Restated Joint Powers Agreement (Naidicz)

The purpose of the agreement is for Ramsey County and the school districts located within Ramsey County--St Paul Public Schools, White Bear Lake Schools, Roseville Area Schools, Mounds View Public Schools, North St Paul-Maplewood-Oakdale and Northeast Metro Intermediate District 916—and the Minnesota Association for Children’s Mental Health to work together so that youth will have the strengths, skills, relationships, supports and opportunities that they need to experience mental health and well-being.

The Superintendent recommends the School Board approve the amended and restated joint powers agreement between Ramsey County, St Paul Public Schools, White Bear Lake Schools, Roseville Area Schools, Mounds View Public Schools, North St Paul-Maplewood-Oakdale and Northeast Metro Intermediate District 916, and the Minnesota Association for Children’s Mental Health effective

upon execution and remain effective until December 31, 2021, and shall be automatically renewed for terms of five years thereafter

Motion by: _____ *Seconded by:* _____ *Vote:* _____

10.0 BOARD FORUM

The Board Forum provides School Board members an opportunity to share in written format (see attachment) items of interest and information from their home district. Board members may share verbal updates at the meeting which are pertinent to all of the member districts related to the following:

- MSBA, AMSD and SEE
- Northeast Metro 916, Special Events, or Happenings in member district that could be adapted in other districts

11.0 CLOSED SESSION

In accordance with Minn. Stat. § 13D.05 Subd. 3(b), the Board will meet in closed session for the purpose of discussing pending litigation.

Motion by _____, seconded by _____, to enter into Closed Session to discuss pending litigation.

Motion by _____, seconded by _____, to reconvene the meeting.

12.0 ADJOURNMENT

Motion by: _____ *Seconded by:* _____ *Vote:* _____

NORTHEAST METRO 916 SCHOOL BOARD MEETING
Wednesday, November 6, 2019
CONSENT AGENDA ATTACHMENT

8.0 CONSENT ITEMS

8.01 **Approval of Minutes:**

❖ Regular School Board Meeting Minutes of October 2, 2019

8.02 **Payment of Bills and ACH Payments:** \$4,778,879.89 for check numbers 502390-502880 and ACH payments, except for voids as presented.

8.03 **Personnel:**

Employment*

***(All new hire offers of employment are contingent upon background check; licensed staff hires are contingent upon receipt of official transcripts and licensure).**

**Shawn Bortel, Teacher, ASD, \$77,363, MA+40, Step 10, 1.0 FTE, 184 days, effective 10/21/2019

Jolene Ebert, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 10/21/2019

Wendy Hansen, Sr. Administrative Assistant, \$24.87/hr, 8 hrs. day, 260 days, effective 11/04/2019

Joshua Mathis, Accountant, \$74,000, 1.0 FTE, 260 days, effective 11/13/2019

Kathryn Springer, Accountant, \$75,000, 1.0 FTE, 260 days, effective 11/06/2019

Aimee Tarman, Accounting Technician, \$23.79/hr, 8 hrs. day, 260 days, effective 11/04/2019

**Salary and/or step placement will be adjusted following board approval of the new teacher's contract for FY 20

Resignation

Mary Connolly, Education Assistant II, effective 11/14/19

Zisuell Humphrey, Education Assistant II, effective 9/25/2019

Ink Jeh, Education Assistant II, effective 10/10/2019

Stevana Ndumbe, Education Assistant II, effective 10/15/19

Hailey Thibault, Education Assistant II, effective 9/30/2019

Kelly Thron, Behavior Analyst, effective 11/8/2019

Adjust Hours/FTE

Katie Carlson, Education Assistant II, from 4 hrs/day to 5 hrs/day, effective 11/4/2019

Leave of Absence

Isak Abukhodair, Education Assistant II, effective 1/2/20 to 5/22/2020

Bryant Baker, Education Assistant II, effective 1/2/20 to 5/22/2020
Kenisha Butler, Education Assistant II, effective 1/2/20 to 5/22/2020
Tana Callinan, Education Assistant II, effective 1/2/20 to 5/22/2020
Anna Forbes, Speech Language Pathologist, effective 2/18/20 to 5/1/2020
Alexis Holt, Education Assistant II, effective 10/14/19 to 1/1/2020
Joseph Kelzenberg, Education Assistant II, effective 1/2/20 to 5/22/2020
Kaitlyn Koren, Education Assistant II, effective 1/2/20 to 5/22/2020
Justin Monsrud, Education Assistant II, effective 1/2/20 to 5/22/2020
Amy O'Neil, School Psychologist, effective 12/9/19 to 12/20/2019
Michelle Parker, Education Assistant II, effective 1/2/20 to 5/22/2020
Krysta Sather, School Social Worker, effective 10/19/19 to 1/17/2020
Hannah Theis, Teacher, effective 9/19/19 to 12/12/2019

Individual Contracts

Employees on an individual contract received a 2% increase on salary in each year of the two-year contract. Individual contracts are not eligible for steps and/or lane advancement as individual contracts do not contain a salary matrix.

Jenna French, Behavior Analyst, 184 days, \$58,752, effective 7/1/2019
Amy Novotny, Behavior Analyst, 184 days, \$77,622, effective 7/1/2019
Kelli Thron, Behavior Analyst, 184 days, \$63,648, effective 7/1/2019
Katherine Welter, Behavior Analyst, 184 days, \$69,258, effective 7/1/2019

Reassignment/Transfers

Nicole VanOeveren, from Speech/Language Pathologist, Pankalo to TOSA, District-Wide, effective 12/2/2019

Probationary Terminations

Karen Hansen, Education Assistant II, effective 10/29/2019

8.04

Donations:

- ❖ Auto Dismantling received a 2005 Buick LeSabre from Jeffrey J. Gressman
- ❖ Auto Dismantling received a 1999 Acura RL from Stephen C. Dornfeld
- ❖ Auto Dismantling received a 2006 Ford E350 van from Michael G. Kunz
- ❖ Auto Dismantling received a 1999 Buick Park Avenue from Andrew M. Gieser

8.05

Approval of Credit Cards and Card Holders

In order to be in compliance with MN Statute Section 123B.02, it is necessary to designate specific staff members with the authority to use credit cards held by Northeast Metro 916. It is in the best interest of the district to utilize these cards so that our programs can continue to run their daily operations in an efficient and time saving manner.

The Superintendent recommends that the Board approve the following credit cards and card holders for use within the various Northeast Metro 916 programs:

Vendor/Account

US BANK PURCHASING (new)

XXXX XXXX XXXX 8187

Credit Limit \$5,000

Daniel Naidicz

XXXX XXXX XXXX 1305

Credit Limit \$10,000

Sunnie Hering/Business Office

XXXX XXXX XXXX 7831

Credit Limit \$5,000

Connie Hayes

XXXX XXXX XXXX 9312

Credit Limit \$7,500

Elam Noor

Vendor/Account

SA Fleet Services

XXXX XX XXX601 6

Credit Limit: \$2,000

Card #0004-1 Career & Tech



- Northeast Metro 916 provides many opportunities to learn about the programs, students and staff through reports and presentations. However, nothing can replace the experience of seeing the work of students and staff in action and to hear synchronously both the successes and challenges they face on a day-to-day basis.
- We want to help member district central school leaders (school board members and superintendents) develop a voice for the student needs in programs that don't always receive very much positive public attention.
- Northeast Metro 916 administrators will establish program visits to provide school board members and member superintendents the opportunity to visit programs that are in the same or similar geographic regions of the district.
- We encourage both new and veteran school leaders to participate.
- **Confirmation for attendance is requested** so the program managers can have sufficient time to plan their time.
- Thank you for the time you are able to give to continue to learn about the services provided to member districts.

THURSDAY, NOVEMBER 14 – 9:00 - 10:00 a.m.

Karner Blue Education Center – 3764 95th Avenue NE, Circle Pines

Karner Blue Education Center serves students in grades K-8 who have emotional behavioral disorders (EBD), autism spectrum disorders (ASD) and developmental cognitive disabilities (DCD). Environmental supports create a controlled space for students in which to learn, play and relax.

The focus on nature provides a calming atmosphere, and educational philosophies tied to nature build a student's connection to their world. Karner Blue Education Center utilizes the Compassionate School model, which supports both physical and emotional health by helping students build relationships, self-regulate and achieve success in both academic and non-academic areas.

Please RSVP to Linda Zahradka at 651-415-5657 or lzahradk@916schools.org

A Day In the Life of a School Based Therapist

Understanding how the TAP program breaks down barriers in accessing mental health services

Emily Johnson, MSW LICSW, Canvas Health



About Metro Heights, East View, and Mahtomedi Academy

STRENGTHS

- Individualized learning based on what students need to graduate
- Dedicated staff
- Smaller size
- Good partnerships

CHALLENGES

- Highly transient population
- Lack of resources
- Lots of needs
 - Mental health
 - IEPs
 - Behaviors
 - Truancy



My Typical Client

- Age 15-19
- Lots of trauma/ACEs
- Multiple academic failures
- Drug/alcohol use
- Referred by a staff, a parent, court order, CPS worker, friend, or self
- Sometimes they have multiple past treatments, other times this is their first encounter with mental health
- Most common diagnoses: anxiety, depression, and trauma



What Happened to you?



Trauma Symptoms Impacting Students at School



- **Avoidance**

- Work refusal, sleeping in class, not going to class, not talking to teachers, avoiding situations that might remind the person of yucky feelings, conflicts, or traumas that happened outside of school, drug/alcohol use

- **Negative Alterations in Cognitions and Mood**

- I can't do it, I am worthless, There is something wrong with me, no one can be trusted, I will eventually fail, I can never get my needs met, I am not important, You will eventually fail me/leave me/reject me, I can never let my guard down, no one/nothing is safe

- **Hyperarousal**

- Explosiveness, irritability, "an attitude", perception that a neutral teacher is targeting them, doesn't like them, or is "yelling" at them, quick to fight (SURVIVAL MODE), students that have "2 sides", body sensations like a racing heart, shortness of breath, or upset stomach

- **Intrusion**

- Students will have consistent reminders of their trauma: flashbacks, nightmares, thinking about the trauma, spending lots of energy to try and NOT think about the trauma, experiencing trauma reminders – even during important assignments, the ACT, passing times, and lunch



On top of underlying depression or anxiety...



- Down or depressed mood
- Loss of interest or loss of pleasure in activities
- Change in appetite or weight
- Sleep disturbances
- Feeling agitated or feeling slowed down
- Fatigue
- Feelings of low self-worth, guilt or shortcomings
- Difficulty concentrating or making decisions
- Suicidal thoughts or intentions

- Persistent, excessive fear or worry
- Feelings of apprehension or dread
- Feeling tense or jumpy
- Restlessness or irritability
- Anticipating the worst and being watchful for signs of danger
- Pounding or racing heart and shortness of breath
- Sweating, tremors and twitches
- Headaches, fatigue and insomnia
- Upset stomach, frequent urination or diarrhea



TAP is a unique role at the ALC



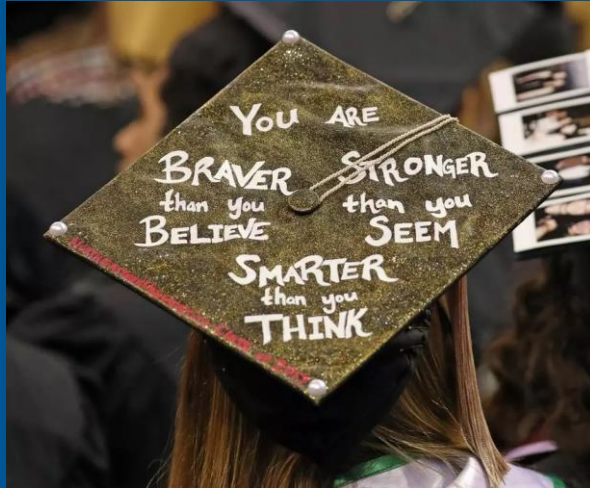
- Consultation (“I am worried about a student...”)
- Crisis intervention/de-escalation
- Suicide Assessments
- Staff training
- Health class
- Troubleshooting resource problems/social working
- Helping kids earn credit
- Navigating what’s next

THANK YOU for your support of TAP at the ALC



- With the expansion, I hope to...
 - Provide more support to building staff with managing student symptoms
 - Meet with students more regularly, with the possibility of multiple times per week
 - Be more of an ongoing presence in the building, and build relationships with a greater number of students
 - Have a more consistent role in handling student crises and critical situations
 - Partner with teachers in providing mental health education programs
 - Help the building become more trauma informed
 - Provide student support groups

Graduation Day





 <http://annualreport.916schools.org>

Go online now to view:

- Budget summary
- Enrollment reports
- Philanthropic support
- Services provided to members
- Student stories
- And more!





Adopted: 4/15/08

Revised: 8/03/16

Revised: 10/04/17

Reviewed: 4/03/19

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for

Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated Reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
 1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 4, Clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional

response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

- F. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- G. "School Personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.
- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.

- I. “Sexual Abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, ~~as well as~~ sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- J. “Mental Injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- K. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- L. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department including the Minnesota Department of Education. The reporter will include his or her name and address in the report.

- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and **that** may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

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

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

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

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a

reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 121A.58 (Corporal Punishment)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
 Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
 Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
 Minn. Stat. § 260C.007, Subd. 4 6, Clause (5) (Child in Need of Protection)
 Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
 Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
 Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
 Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
 Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
 Minn. Stat. § 609.379 (Reasonable Force)
 Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
 Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)



Adopted: 4/15/08

Revised: 4/01/14

Revised: 10/03/18

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district or person uses tobacco or tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco or tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO RELATED DEVICES DEFINED

- A. ~~“Electronic cigarette delivery device” means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other similar substance intended for human~~

~~consumption, and the use of inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery service includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.~~

- B. “Tobacco” means cigarettes; and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- D. “Smoking” means inhaling, ~~or~~ exhaling, ~~smoke from burning, or carrying~~ any lighted ~~or heated~~ cigar, cigarette, pipe, or any other lighted ~~or heated~~ ~~tobacco or plant~~ product ~~containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation.~~ Smoking ~~also~~ includes carrying ~~or using an activated electronic delivery device, a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation and the use of electronic cigarettes, including the inhaling and exhaling of vapor from any electronic delivery device.~~

IV. EXCEPTION

- A. It shall not be a violation of this policy for an Indian adult to light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and

sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student and employee handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior



Adopted: 7/01/08

Revised: 9/02/14

Revised: 9/14/16

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. Specific Exceptions:
 - 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 - 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 - 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 - 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 - 5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

- b. the inhaler is properly labeled for that student; and
- c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the School District employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

- 6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day

are not governed by this policy.

- 7. Nonprescription Medication. A secondary student may use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. Such nonprescription pain medication cannot be possessed by the student and must be stored in the school or nurse's office. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as state in this paragraph, only prescription medications are governed by this policy.
- 8. At the start of each school year or at the time a student enrolls in school,

whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- a. possess epinephrine auto-injectors; or
- b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

- K. "Parent" for students 18 years old or older is the student. "Parent" for students under 18 years old is the parent or designated legal guardian.
- L. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
 Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
 Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

[Minn. Stat. § 121A.223 \(Possession and Use of Sunscreen\)](#)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn. Stat. § 152.22 (Medical Cannabis; Definitions)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 418 (Drug-Free Workplace/Drug-Free School)



Adopted: 11/05/08

Revised: 01/08/14

Revised: 10/12/16

613 GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students entering grade 8 in the 2011-2012 school year and earlier must satisfactorily complete, as determined by the school district, all credit requirements, all state academic standards, or local standards where state standards do not apply, and successfully pass graduation examinations, as required, in order to graduate. For students entering grade 8 in the 2012-13 school year and later, the school district's policy is that students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

- A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

E. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

~~F. “GRAD” means the graduation required assessment for diploma that measures the reading, writing, and mathematics proficiency of high school students.~~

IV. DISTRICT ASSESSMENT COORDINATOR

The Director of Educational Services and the Director of Special Education shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

~~A. Students enrolled in grade 8 through the 2009-2010 school year are eligible to be assessed under:~~

~~1. the graduation required assessment for diploma (GRAD) in reading, mathematics, or writing under Minn. Stat. § 120B.30, Subd. 1(c)(1) and (2) and Subd. 1(d) (2012) as follows:~~

~~a. for reading and mathematics:~~

~~i. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the Minnesota comprehensive assessments in grade 10 for reading and grade 11 for mathematics or achieving a passing score as determined through a standard setting process on the GRAD in grade 10 for reading and grade 11 for mathematics or subsequent retests;~~

~~ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in reading and the mathematics test for English language learners or the GRAD equivalent of those assessments for students designated as English language learners;~~

~~iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an individualized education program (IEP) or Section 504 (504) plan;~~

~~iv. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the state-identified alternate assessment or assessments~~

~~in grade 10 for reading and grade 11 for mathematics for students with an IEP; or~~

~~v. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP; and~~

~~b. for writing:~~

~~i. achieving a passing score on the GRAD;~~

~~ii. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in writing for students designated as English language learners;~~

~~iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan; or~~

~~iv. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP.~~

~~c. Students enrolled in grade 8 in any school year from the 2005-2006 school year to the 2009-2010 school year who do not pass the mathematics GRAD under Section V.A.1. are eligible to receive a high school diploma if they:~~

~~i. complete with a passing score or grade all state and local coursework and credits required for graduation by the school board granting the students their diploma;~~

~~ii. participate in district-prescribed academic remediation in mathematics; and~~

~~iii. fully participate in at least two retests of the mathematics GRAD test or until they pass the mathematics GRAD test, whichever comes first.~~

~~2. the WorkKeys job skills assessment;~~

~~3. the Compass college placement test;~~

~~4. the ACT assessment for college admission;~~

~~5. a nationally recognized armed services vocational aptitude test; or~~

- ~~6. the school district may substitute a score from an alternative, equivalent assessment to satisfy the requirements of this paragraph.~~

- ~~B. Students enrolled in grade 8 in the 2010-2011 or 2011-2012 school year are eligible to be assessed under:~~
 - ~~1. the GRAD in reading, mathematics, or writing under Minn. Stat. § 120B.30, Subd. 1(c)(1) and (2) (2012) as follows:~~
 - ~~a. for reading and mathematics:~~
 - ~~i. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the Minnesota comprehensive assessments in grade 10 for reading and grade 11 for mathematics or achieving a passing score as determined through a standard setting process on the GRAD in grade 10 for reading and grade 11 for mathematics or subsequent retests;~~
 - ~~ii. achieving a passing score as determined through a standard setting process on the state identified language proficiency test in reading and the mathematics test for English language learners or the GRAD equivalent of those assessments for students designated as English language learners;~~
 - ~~iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan;~~
 - ~~iv. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the state identified alternate assessment or assessments in grade 10 for reading and grade 11 for mathematics for students with an IEP; or~~
 - ~~v. achieving an individual passing score on the state identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP; and~~
 - ~~b. for writing:~~
 - ~~i. achieving a passing score on the GRAD;~~
 - ~~ii. achieving a passing score as determined through a standard setting process on the state identified language proficiency test in writing for students designated as English language learners;~~

~~iii. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan; or~~

~~iv. achieving an individual passing score on the state identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP.~~

~~2. the WorkKeys job skills assessment;~~

~~3. the Compass college placement test;~~

~~4. the ACT assessment for college admission;~~

~~5. a nationally recognized armed services vocational aptitude test; or~~

~~6. the school district may substitute a score from an alternative, equivalent assessment to satisfy the requirements of this paragraph.~~

~~C.~~ For students enrolled in grade 8 in the 2012-2013 school year and later, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

~~1. an opportunity to participate on a nationally normed college entrance exam in grade 11 or grade 12;~~

~~2A. a~~ Achievement and career and college readiness tests in mathematics, reading, and writing, as measured against. ~~The tests must have~~ a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation. ~~In addition, the tests must ensure that the foundational knowledge and skills for students' successful performance in postsecondary employment or education and articulated series of possible targeted interventions are clearly identified and satisfy Minnesota's postsecondary admission requirements. To the extent available, the tests should:~~ and which facilitates the

~~a.~~ monitoring of students' continuous development of and growth in requisite knowledge and skills; analyze analysis of students' progress and performance levels, identifying identification of students' academic strengths and diagnosing diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and

~~b.~~ based on analysis of students' progress and performance data,

~~determine determination of~~ students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and

- ~~3B.~~ eConsistent with this paragraph and Minn. Stat. § 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- ~~4C.~~ Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- ~~5D.~~ Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- ~~6E.~~ Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college ~~must be~~ are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment ~~under this subdivision~~ to graduate from high school.
- ~~7F.~~ A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

- A. Students beginning 8th grade in the 2012-13 school year and later must successfully complete, as determined by the school district, the following high school level credits for graduation:
1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
 2. Three credits of mathematics, including an algebra II credit or its equivalent, ~~geometry, statistics, and probability or its equivalent~~, sufficient to satisfy all of the academic standards in mathematics.
 3. ~~Students in the graduation class of 2015 and beyond must complete a~~An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th

grade standards in mathematics;

4. Three credits of science, including at least: (a) one credit in biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
5. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
6. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
7. A minimum of seven elective credits.
8. Credit equivalencies
 - a. A one-half credit of economics taught in a school's agriculture education or business department may fulfill a one-half credit in social studies under VI.A.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.
 - b. An agriculture science or career and technical education credit may fulfill the elective science credit required under VI.A.4., above, if the credit meets the state physical science life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under VI.A.4., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI.A.4., above.
 - c. A career and technical education credit may fulfill a mathematics or arts credit requirement under VI.A.2 or VI.A.6, above.
 - d. A computer science credit may fulfill a mathematics credit requirement under VI.A.2., above, if the credit meets state academic standards in mathematics.
 - e. A Project Lead the Way credit may fulfill a science or mathematics credit requirement under VI.A.2. or VI.A.4., above, if the credit

meets the state academic standards in science or mathematics.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.

- B. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;
2. Minnesota Academic Standards, Mathematics K-12;
3. Minnesota Academic Standards, Science K-12;
4. Minnesota Academic Standards, Social Studies K-12; and
5. Minnesota Academic Standards, Physical Education K-12.

- C. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

- D. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

Cross References: Board Policy 104 (School District Mission Statement)
Board Policy 601 (School District Curriculum and Instruction Goals)
Board Policy 614 (School District Testing Plan and Procedure)
Board Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
Board Policy 616 (School District System Accountability)



Adopted: 5/05/09

Reviewed: 2/05/14

713 STUDENT ACTIVITY ACCOUNTING

I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

II. GENERAL STATEMENT OF POLICY

A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

B. Extracurricular Activities

The school board shall take charge of, and control over, ~~and account for~~ all student activity accounting that relates to extracurricular activities.

C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

III. DEFINITIONS

A. Cocurricular Activity

A “cocurricular activity” means those portions of the school-sponsored and directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public

events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are not offered for school credit, cannot be counted toward graduation, and have *one or more* of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and
3. They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A “curricular activity” means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An “extracurricular (noncurricular/supplementary) activity” means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have *all* of the following characteristics:

1. They are not offered for school credit nor required for graduation;
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;
3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A “public purpose expenditure” is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

IV. MANAGEMENT AND CONTROL OF ACTIVITY FUNDS

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the Director of Administrative Services who shall deposit such funds in the general fund, to be disbursed for expenses and salaries

connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.

2. The Director of Administrative Services shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS), ~~the Manual for Activity Fund Accounting (MAFA) to the extent applicable~~, and school district policies and procedures.

B. Extracurricular Activities

~~1. Extracurricular Activities Under Board Control~~

- ~~a1.~~ Any and all costs of extracurricular activities ~~under board control~~ may be provided from school revenues.
- ~~b2.~~ All money received or expended for extracurricular activities ~~under board control~~ shall be recorded in the same manner as other revenues and expenditures of the school district and shall be turned over to the Director of Administrative Services, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
- ~~e3.~~ The Director of Administrative Services shall account for all revenues and expenditures related to extracurricular activities ~~under board control~~ in accordance with UFARS ~~and MAFA~~ and school district policies and procedures.

V. **DEMONSTRATION OF ACCOUNTABILITY**

A. Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

- Legal References:**
- Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)
 - Minn. Stat. § 123B.09 (Boards of Independent School Districts)
 - Minn. Stat. § 123B.15, Subd. 7 (Officers of Independent School Districts)
 - Minn. Stat. § 123B.35 (General Policy)
 - Minn. Stat. § 123B.36 (Authorized Fees)
 - Minn. Stat. § 123B.37 (Prohibited Fees)
 - Minn. Stat. § 123B.38 (Hearing)
 - Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
 - Minn. Stat. § 123B.52 (Contracts)

Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)
Visina v. Freeman, 252 Minn. 177, 89 N.W.2d 635 (1958)
Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

Cross References: Uniform Financial Accounting and Reporting Standards (“UFARS”)
~~Manual for Activity Fund Accounting (“MAFA”)~~
Policy 510 (School Activities)
Policy 511 (Student Fundraising)
Policy 701 (Establishment and Adoption of School District Budget)
Policy 701.1 (Modification of School District Budget)
Policy 702 (Accounting)
Policy 703 (Annual Audit)
Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
Policy 706 (Acceptance of Gifts)



Adopted: 2/03/09

Revised: 5/06/14

Revised: 3/06/19

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

- 1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in

the official newspaper or elsewhere may be made as the school board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for

the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

1. another school district;
2. the state department of corrections;
3. the board of trustees of Minnesota State Colleges and Universities; or
- ~~4. the family of a student residing in the district whose total family income meets the federal definition of poverty; or.~~
54. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “F” (School District Contract and Bidding Procedures)

Minutes of
NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL
DISTRICT NO. 916

10/02/19

The regular meeting of the Northeast Metropolitan Intermediate School District 916 School Board was held on Wednesday, October 2, 2019, at 6:00 p.m. at Bellaire School, 2540 County Road F East, White Bear Lake, Minnesota.

The meeting was called to order by Chair Forsberg at 6:01 p.m.

MEETING CALLED TO ORDER (1.0)

Member Sager was appointed clerk pro-tem in the absence of Member Oksnevad.

ROLL CALL OF ATTENDANCE (2.0)

Members present: Timm-12, Palmer-13, Delvo-14 (arrived at 6:12 p.m.), Forsberg-16, Sager-621, Livingston-622, Azer-623, Chapman-624, Olson-831, Donovan-832, and Stivland-834 (arrived at 6:12 p.m.).

Members absent: Kelly-15, Oksnevad-282 and Schwartz-833.

Also present: Connie S. Hayes, superintendent.

On motion by Member Donovan, seconded by Member Livingston, with all members present voting aye that the School Board adopt the agenda as posted, limit discussion to the approved agenda, and accept the list of items proposed for consent adoption.

APPROVAL OF AGENDA (3.0)

- ~~Wednesday, October 30, 2019~~ — ~~School Board Work Session at 6:00 p.m. - **Cancelled**~~
- Wednesday, November 6, 2019 – Regular School Board meeting at 6:00 p.m.
- Friday, November 8, 2019 – Career & Tech Center Advisory Committee Breakfast from 7:30-9:00 a.m. at Century College East Campus
- Thursday, November 14, 2019 – Karner Blue Education Center Program Visit from 9:00-10:00 a.m.

BOARD CALENDAR DATES (4.0)

None.

QUESTIONS AND/OR COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS (5.0)

Patrick Jacobson-Schulte, executive director of finance, formally introduced himself to the school board. Patrick has nearly two

INTRODUCTION: PATRICK JACOBSON-

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decades of experience in the area of finance and operations, and has dedicated his entire career to public service. He was most recently the vice president and chief financial officer overseeing both the Dakota County Technical College and Inver Hills Community College. Patrick joined Northeast Metro 916 on Sept. 23.

SCHULTE,
 EXECUTIVE
 DIRECTOR OF
 FINANCE
 (6.00)

Laura Leslie, assistant principal at Pankalo Education Center, Amelia Barrons, program facilitator at South Campus, and Kelly Meir, program facilitator at Quora Education Center, gave the school board an overview of how their schools use the MTSS framework to improve outcomes for all students by organizing district-level resources to address each individual student's needs, and by using research-based instruction and interventions that vary in intensity. One school had 800 fewer major behavior incidents after the implementation of this framework.

PRESENTATION:
 MTSS
 (6.01)

Members Delvo and Stivland arrived at this point in the meeting.

The School Board discussed an opportunity for two board member delegates to travel to Chicago for the National School Boards Association Conference in spring 2020. Each year, this opportunity is rotated among the 14 members. Members Kelly and Stivland are the two board members eligible to attend this year.

DISCUSSION:
 DELEGATE(S) TO
 NSBA ANNUAL
 CONFERENCE
 (6.02)

Superintendent Hayes commented on the following items that were included in her written report: (a) enrollment update; (b) School Management Services contract ended; (c) parking at Quora; (d) School Leader Equity Seminar; (e) negotiations; and (f) June 2020 conference. She also noted that a resolution was submitted to the MSBA Delegate Assembly related to the safe schools levy.

SUPERINTENDENT'S
 REPORT
 (7.0)

On motion by Member Livingston, seconded by Member Azer, with all members present voting aye, that the consent items, accepted as part of the approval of the agenda, be approved consistent with the recommended actions presented by the administration.

APPROVAL OF THE
 CONSENT AGENDA
 (8.0)

❖ Regular School Board Meeting Minutes of September 4, 2019

APPROVAL OF
 MINUTES
 (8.01)

\$739,238.62 for check numbers 502057-502389 and ACH payments except for voids as presented.

PAYMENT OF BILLS
 AND ACH PAYMENTS
 (8.02)

Employment*

PERSONNEL

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*(All new hire offers of employment are contingent upon background check; licensed staff hires are contingent upon receipt of official transcripts and licensure). (8.03)

Aida Abebe, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 9/9/2019

Andrew Brown, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 10/7/2019

James Brown, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 10/7/2019

**Lara Cappelen, Educational Coordinator (TOSA), \$86,214, MA+40, Step 13, 1.0 FTE, 200 days, effective 9/16/2019

Joleen George, Accounting Technician, \$24.38/hr, 8 hrs/day, 12 months, effective 9/16/2019

Angela Lessard, Administrative Assistant, \$22.48/hr, 8 hrs/day, 184 days, effective 9/9/2019

Cassandra McCollough, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 9/9/2019

**Jordin Melchert, Occupational Therapist, \$47,313, MA, Step 1, 1.0 FTE, 184 days, effective 10/7/2019

Phyllis Sapp, Intervener, \$23.79/hr, 7 hrs/day, 184 days, effective 9/23/2019

Nicole Schwantes, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 10/7/2019

Elysha St. Germaine, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 10/7/2019

Breanna Zeeb, Education Assistant II, \$18.75/hr, 6.5 hrs day, 183 days, effective 9/9/2019

**Teacher salary placement is based on the 2017-19 contract. Any applicable salary changes will be made following board approval of the new teachers' contract for FY20.

Resignation

Melissa Christensen, Intervener, effective 9/20/2019

Peirre Conwell, Education Assistant II, effective 10/4/2019

Saydain Deshield, Education Assistant II, effective 8/19/2019

Monica Lannon, Education Assistant II, effective 9/13/2019

Charles Lartey, Revenue Coordinator, effective 9/18/2019

Courtney Paulson, Education Assistant II, effective 8/26/2019

Amy Reiersen, Education Assistant II, effective 8/29/2019

Kate Soderberg, Education Assistant II, effective 9/4/2019

Tamra Southmayd, Education Assistant I, effective 9/13/2019

Bintu Swaray, Education Assistant II effective 8/27/2019

Leave of Absence

Tina Ayers, School Health Specialist, effective 9/3/19 to 9/10/2019

Susan Bawden, Education Assistant II, effective 9/28/19 to 11/15/2019

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Madhav Bhandari, Custodian, effective 8/19/19 to 9/20/2019

Sage Erie, Teacher, effective 8/26/19 to 2/29/2020

Dave Johnson, Maintenance Engineer, effective 8/12/19 to 8/30/2019

Karen Lord, Administrative Assistant, effective 2/7/20 to 5/26/2020

Brian Mattox, Education Assistant II, effective 9/3/19 to 9/20/2019

Susan Heuston, Teacher, effective 8/28/19 to 10/9/2019

Lisa Zewers, Education Assistant, effective 8/28/19 to 9/12/2019

Individual Contracts

Employees on an individual contract received a 2% increase on salary in each year of the two year contract. Individual contracts are not eligible for steps and/or lane advancement as individual contracts do not contain a salary matrix. The below individual contracts fall within the parameters set by the Board in Closed session.

Audrey Allorie, Behavior Analyst, \$70,992, 184 days, effective 7/1/2019

Karen Chase, Professional Development Coordinator, 200 days, \$84,456, effective 7/1/2019

Geoff Chen, IT Systems Engineer, \$83,232, effective 7/1/2019

Jean Jordan, Director of Educational Services, \$153,491, effective 7/1/2019

Megan McAllister, Human Resources Supervisor, \$85,496, effective 7/1/2019

Elam Noor, Director of Technology, \$135,252, effective 7/1/2019

Ilissa Ramm, Executive Director of Human Resources and Legal Services, \$153,491, effective 7/1/2019

Scott Schwister, Technology Integration Coordinator, 205 days, \$82,212, effective 7/1/2019

Sarah Shanley, Perkins Partnership & Grant Coordinator, 189 days, \$78,030, effective 7/1/2019

Jill Slayton, Post-Secondary Transition Specialist, 189 days, \$40,800, effective 7/1/2019

Syreeta Wilkins, Director of Communications, \$132,427, effective 7/1/2019

Jamin Wood, Manager of Facilities and Operations, \$121,074, effective 7/1/2019

Reassignment/Transfers

Sarah Juracich, Custodian, from Karner Blue to float Custodian, Quora, effective 9/30/2019

Rebecca Krueger, Teacher, from Metro Heights Academy/East View Academy to Metro Heights Academy, effective 8/26/2019

Dean Reasoner, from Teacher to Educational Coordinator (TOSA), effective 8/26/2019

Jessa Williamson, School Health Specialist, from 30 hrs/week to

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35 hrs/week, effective 8/26/2019

- ❖ Auto Dismantling received a 2001 Mercedes ML430 SUV from Richard H. Anderson
- ❖ Auto Dismantling received a 2008 Jeep Patriot from Pamela and Brian Otradovec
- ❖ Auto Dismantling received a 1999 Chevrolet Lumina from Lowell and Barbara Heintz
- ❖ Auto Dismantling received a 1995 Ford F-150 from Martin J. Van Houten
- ❖ Quora High School received five (5) recycled bicycles from Michael's Bikes
- ❖ Quora High School received a \$15 gift card from Cara McGlynn for the Quora Open House family gift drawings
- ❖ Quora High School received a \$250 gift card from Hammer Made for the Quora Open House family gift drawings
- ❖ Quora High School received frozen custard from Culver's for the Quora Open House family gift drawings
- ❖ Quora High School received a \$50 gift card from Walmart for the Quora Open House family gift drawings
- ❖ Quora High school received a \$20 gift card from Josh Steinhagen for the Quora Open House family gift drawings
- ❖ Quora High School received a signed baseball from the Minnesota Twins for the Quora Open House family gift drawings
- ❖ Quora High School received a \$125 gift certificate from Professor Z's Old Time Photos for the Quora Open House family gift drawings
- ❖ Quora High School received a signed helmet from the Minnesota Vikings for the Quora Open House family gift drawings
- ❖ Blind/Visually Impaired received a Perkins Manual Braille from Catherine Steffen

DONATIONS
(8.04)

Gave approval to eliminate the Bellaire Education Center/WELS-North petty cash amount of \$350.00 and to remove America Zuniga as the authorized custodian.

ELIMINATION OF
 PETTY CASH
 LOCATION AND
 CUSTODIAN
 (8.05)

Gave approval to establish a petty cash fund for the WELS-North program in the amount of \$175.00 effective October 1, 2019, and to add Amy Heubner as the authorized custodian.

DESIGNATION OF
 PETTY CASH
 LOCATION AND
 CUSTODIAN
 (8.06)

Approved the Assurance of Compliance with State and Federal Law Prohibiting Discrimination for submission to the Minnesota Department of Education.

APPROVAL OF
 ASSURANCE OF
 COMPLIANCE WITH

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	STATE AND FEDERAL LAW PROHIBITING DISCRIMINATION (8.07)
Exercised the option to renew the Alumni furniture contract with Scholastic Equipment Company from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – ALUMNI (8.08)
Exercised the option to renew the Eko furniture contract with Intereum from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – EKO (8.09)
Exercised the option to renew the Global Furniture Group contract with Alternative Business Furniture from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – GLOBAL (8.10)
Exercised the option to renew the Hi5 furniture contract with Intereum from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – Hi5 (8.11)
Exercised the option to renew the HPFI furniture contract with Intereum from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – HPFI (8.12)
Exercised the option to renew the JSI/Community furniture contract with Intereum from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – JSI COMMUNITY (8.13)
Exercised the option to renew the Muzo furniture contract with Intereum from December 1, 2019-November 30, 2021.	CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – MUZO (8.14)
Exercised the option to renew the Teknion furniture contract with	CONTRACT RENEWAL

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Innovative Office Solutions from December 1, 2019-November 30, 2021.

– SCHOOL FURNISHINGS I CONTRACT – TEKNION (8.15)

Exercised the option to renew the Wisconsin Bench furniture contract with Scholastic Equipment Company from December 1, 2019-November 30, 2021.

CONTRACT RENEWAL – SCHOOL FURNISHINGS I CONTRACT – WISCONSIN BENCH (8.16)

The purpose of these agreements are to facilitate the delivery of mental health and related services to students attending Northeast Metro programs. These services are provided through the School Linked Mental Health Grant and the Innovation to Improve Mental Health Outcomes for Youth Attending a Qualified School Unit Grant.

APPROVAL OF CANVAS HEALTH AGREEMENTS TO PROVIDE MENTAL HEALTH SERVICES (9.01)

On motion by Member Timm, seconded by Member Olson, with all members present voting aye that the School Board approve the agreements between Canvas Health and Northeast Metro 916 to provide mental health and related services to students enrolled at Northeast Metro 916 for the period of September 1, 2019 to August 31, 2020 (School Linked Mental Health Grant) in the amount of \$259,000 and July 1, 2019 to June 30, 2020 (Innovation Grant) in the amount of \$488,330.57.

The City of North St. Paul has agreed to joint construction of a single dwelling home at 2198 2nd Street, North St Paul, with the Career & Technical Center Construction Occupations students under the supervision of Tom Spehn. This is the 27th house built by the program. In addition, students will be performing project work at Rotary Park located at 2340 2nd Street North in North St. Paul and pre-construction work at a structure located at 2546 5th Avenue in North St. Paul.

APPROVAL OF BUILDING CONSTRUCTION JOINT POWERS AGREEMENT BETWEEN CITY OF NORTH ST. PAUL AND CAREER & TECHNICAL CENTER (9.02)

On motion by Member Donovan, seconded by Member Livingston, with all members present voting aye that the School Board approve the Building Construction Joint Powers Agreement with the City of North St. Paul for the projects and locations listed: by the Career & Technical Center Construction Occupations program during the 2019-20 school year:

- Project work at Rotary Park, located at 2340 2nd Street North, North St. Paul
- Pre-construction work at structure located at 2546 5th Avenue

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- Building construction project for property located at 2198 2nd Street, North St. Paul

With the hiring of the Executive Director of Finance, it is necessary to authorize him to have access for our banking and investment accounts and to remove Ilissa Ramm, executive director of HR and Legal Services who was authorized on an interim basis while the Executive Director of Finance position was vacant.

AUTHORIZATION FOR BANKING AND INVESTMENT ACCESS (9.03)

On motion by Member Timm, seconded by Member Delvo, with all members present voting aye that Patrick Jacobson-Schulte be named an authorized employee to conduct banking and investment transactions on behalf of Northeast Metro 916 with PMA, MSDLAF+ and US Bank; and that Ilissa Ramm be removed from the list of authorized employees.

The Minnesota Department of Education (MDE) requires that school districts designate an Identified Official with Authority to comply with State Access Control Security Standard 1.0. The Identified Official with Authority (IOWA) is the only person who has the authority to sign legal documents on behalf of the organization. Now that Patrick Jacobson-Schulte is hired, the district will replace Connie Hayes with that official.

DESIGNATION OF IDENTIFIED OFFICIAL WITH AUTHORITY FOR THE MDE STATE EDUCATIONAL RECORD REVIEW AND SUBMISSION (SERVS) FINANCIAL SYSTEM (9.04)

On motion by Member Stivland, seconded by Member Sager, with all members present voting aye that the School Board authorize Patrick Jacobson-Schulte, replacing Connie Hayes, to act as the Identified Official with Authority for Northeast Metropolitan Intermediate School District 916 (0916-06), with Julie Lavell continuing as the IOWA to add and remove names only.

The District recently engaged in a consulting contract with George Holt, retired special education tuition billing expert from the Minnesota Department of Education. Now that the position of revenue coordinator is open again, the District has asked George to expand his consulting work with the district to perform additional duties related to the revenue coordinator position. George will continue with the district through the end of the fiscal year to support the new revenue coordinator when that position is filled, as well as to assist the other new leaders in the finance department.

APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES (9.05)

On motion by Member Chapman, seconded by Member Palmer, with all members present voting aye that the School Board approve the Agreement for Professional Services with George TL Holt in an amount not to exceed \$86,700 for the period September 16, 2019 through June 30, 2020.

Northeast Metropolitan Intermediate School District 916 Board Minutes
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Member Forsberg encouraged board members to become a member of the 916 Education Foundation if they haven't done so already. There was a low number of people that attended the MSBA Advocacy Tour in St. Paul. AMSD will be hosting its Annual AMSD Conference, "Building Community Bridges" on November 13 at the U of M Continuing Education Conference Center.

BOARD FORUM
(10.0)

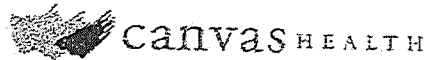
On motion by Member Sager, seconded by Member Livingston, with all members present voting aye that the meeting be adjourned at 7:14 p.m.

MEETING
ADJOURNED

Respectfully submitted,

Marre Jo Sager
Clerk pro-tem

LZ



**AGREEMENT FOR SERVICES BETWEEN
NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916
AND CANVAS HEALTH, INC.
2019 - 2020 Academic Year**

This agreement (this "Agreement") is hereby entered into between Northeast Metropolitan Intermediate School District No. 916 (the "School District") and Canvas Health, Inc. ("Canvas Health"). The School District and Canvas Health are referred to collectively in this Agreement as the "Parties" and each individually as a "Party."

I. PURPOSE

The purpose of this Agreement is to facilitate the delivery of mental health treatment and related services to students in the School District, and their families, who are in need of such services. Some of these services are provided through the grant funding from the Department of Human Services' Innovation Project to Improve Mental Health Outcomes for Youth Attending a Qualifying School Unit.

II. SERVICES TO BE PROVIDED THROUGH THE INNOVATIVE PROJECT TO IMPROVE MENTAL HEALTH OUTCOMES FOR YOUTH ATTENDING A QUALIFYING SCHOOL UNIT. – The Innovation Grant

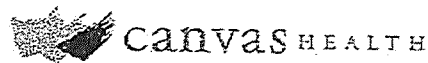
Educational Mental Health Classrooms – Elementary & Early Childhood

Canvas Health shall provide mental health assessment and treatment services to students enrolled in the School District. These students have been identified by 916 staff as needing mental health assessment and/or day treatment services. These intergrated day treatment services will be provided within the program titled "Educational Mental Health Classrooms", EMHC.

The Educational Mental Health Classrooms program services will be focused on Secondary, Elementary and Preschool aged children. The following services may be provided:

- Day Treatment Services to include: Daily Group Therapy and Group Social Skills
- Individual Diagnostic Assessment
- Individual Therapy
- Family Therapy
- Individual Skills Work
- Family Skills Work
- Crisis Assistance

The mental health services provided to each individual student will be determined and identified within the child's diagnostic assessment. The above mentioned EMHC services will be billed to the students insurance and/or to the Innovation Grant. Within this agreement the School District provides permission for the EMHC services to be provided within their school buildings and



agrees to provide a confidential space for this work to occur in. The School District shall not be responsible in any way for billing Medical Assistance or other health insurance for the mental health EMHC Services provided under this Agreement. The school district agrees to staff these classrooms with the following staff per classroom: 1 Licensed Teacher, 2 Educational Assistants.

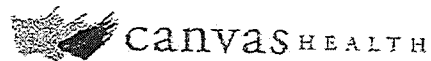
Educational Mental Health Classrooms – Ancillary Services

The very nature of the EMHC program is to have educational and mental health staff intergrated within the very same environment throughout the student’s day. In addition to the above explained EMHC Services, Canvas Health shall provide the following additional services to the School District referred to as “EMHC Ancillary Services:

- Presence of mental health staff within the classroom during educational instruction to assist the students in using skills they are learning in mental health treatment to manage their mental health symptoms during educational instruction.
- Teacher consultation
- Attendance at IEP meetings and school staff meetings, as requested by the School District or the student’s family.
- Parent Skill Coaching non-face-to-face
- Teacher trainings on mental health topics, as requested by the School District
- Student Community Outreach and Engagement

The Innovation Grant, administered through The District is being utilized to financially support these Ancillary Services. In addition, this grant provides financial support to students who are underinsured or uninsured and are in need of these day treatment services. The School District recognizes the benefits to its students, their families and the educational staff and the cost of having embedded mental health staff within their schools. The mental health staff are available to provide psychoeducation, consultation and support to the school staff as well as attend child related school meetings that are not reimbursable by health plans. The following summary details the current mental health programming that will occur through the EMHC’s and the school district’s financial contribution through funding from the Innovation Grant to the work.

Program	Staffing	Program Support Amount
EMHC – Elementary Karner Blue Education Center 2 Classrooms	2 Therapists 2 Counselor, Life Skills Program Supervisor	\$98,134.41
EMHC – Elementary Pankalo Education Center 2 Classrooms	2 Therapists 2 Counselor, Life Skills Program Supervisor	
EMHC – Preschool Normandy Park Education Center 1 Classroom	1 Therapist 1 Counselor, Life Skills Program Supervisor	\$138,184.06
EMHC – Middle/High School Therapeutic Learning Center 1 Classroom	1 Therapist 2 Counselor, Life Skills Program Supervisor	\$212,012.10



For The Mental Health Services portion of the Innovation Grant Program – EMHC the school district agrees to the aggregate amount not to exceed \$488,330.57 for the Term of this section of the Agreement (the “Annual Supplemental Payment”) spanning the State Fiscal Year 2020 (July 1, 2019 to June 30, 2020). The School District will pay the Annual Supplemental Payment in Quarterly installments not to exceed \$64,943.25 per quarter within ten (10) days of receipt of an invoice delivered to the undersigned Finance Department for the School District. Canvas Health shall be responsible for any costs associated with providing the services that exceed the total of the health plan payments, grant payments, and the Annual Supplemental Payment received by Canvas Health for services provided during the term of this agreement. For students who are needing financial support from the Grant to engage in EMHC mental health Services, Canvas Health will bill the School District quarterly for these services.

Chemical Health Services

Canvas Health shall provide chemical health assessment and treatment services to students enrolled in the School District. These students have been identified by 916 staff as needing chemical health assessment and/or treatment services. These integrated chemical health services will be provided within the program titled “Chemical Health Services”.

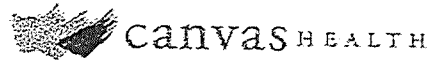
The Chemical Health programs services will be focused on Middle School and High School aged students. The following services may be provided:

- Substance Use Assessments & Referrals
- Individual Psychotherapy
- Daily Group Therapy
- Family Therapy
- Prevention Services of facilitating support groups for those students who struggle with their own use of substances and a support group for those students who struggle with the substance use of a family member.

The services provided to each individual student will be determined and identified within the student’s substance use assessment or their voluntary participating in the support groups. The above mentioned Chemical Health services will be billed to the students insurance, Rule 25 funding and/or to the Innovation Grant. Within this agreement the School District provides permission for the Chemical Health services to be provided within their school buildings and agrees to provide a confidential space for this work to occur in. The School District shall not be responsible in any way for billing Medical Assistance or other health insurance for the chemical health services provided under this Agreement.

Chemical Health Services – Ancillary Services

The very nature of the Chemical Health Services program is to have educational and chemical health staff integrated within the very same environment throughout the student’s day. In addition to the above explained Chemical Health Services, Canvas Health shall provide the following additional services to the School District referred to as “Chemical Health Ancillary Services:



- Presence of chemical health staff within school buildings as agreed upon with the School District.
- Teacher consultation
- Attendance at IEP meetings and school staff meetings, as requested by the School District or the student’s family.
- Parent Skill Coaching non-face-to-face
- Teacher trainings on chemical health topics, as requested by the School District
- Student Community Outreach and Engagement

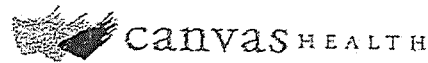
The Innovation Grant, administered through The District is being utilized to financially support these Ancillary Services. In addition, this grant provides financial support to students who are underinsured or uninsured and are in need of these chemical health services. The School District recognizes the benefits to its students, their families and the educational staff and the cost of having embedded chemical health staff within their schools. The chemical health staff are available to provide psychoeducation, consultation and support to the school staff as well as attend child related school meetings that are not reimbursable by health plans. The following summary details the current chemical health programming that will occur and the school district’s financial contribution through funding from the Innovation Grant to the work.

Program	Staffing	Program Support Amount
Chemical Health Services	1.4 Chemical Health Counselors	\$84,701.22

For The Innovation Grant Program – Chemical Health Services the school district agrees to the aggregate amount not to exceed \$84,701.22 for the Term of this section of the Agreement (the “Annual Supplemental Payment”) spanning the State Fiscal Year 2020 (July 1, 2019 to June 30, 2020). The School District will pay the Annual Supplemental Payment in Quarterly installments not to exceed \$21,175.31 per quarter within ten (10) days of receipt of an invoice delivered to the undersigned Director of Administrative Services for the School District. Canvas Health shall be responsible for any costs associated with providing the services that exceed the total of the health plan payments, grant payments, and the Annual Supplemental Payment received by Canvas Health for services provided during the term of this agreement.

OTHER PROVISIONS

- A. All Services (collective, the “Services” and each a “Service”) provided under this agreement will be provided by competent mental health or chemical health professionals with appropriate degrees, licenses or qualifications for the service being provided.
- B. The Services will only be provided with written permission of the child’s parent or legal guardian.



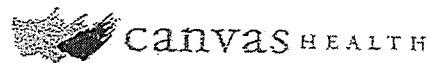
- C. Canvas Health shall have the ability to seek third party reimbursement for the Services. Parents will be responsible to provide insurance information for all Services prior to the delivery of that service.
- D. The Services will be available to children throughout the calendar year. Frequency and duration of the Services will be based on mental health or chemical health assessment and need.
- E. The School District will provide the Canvas Health staff with space, telephone and necessary IT support for the operation of Canvas Health computers in order for the Canvas Health staff to gain access to the students' electronic health records.
- F. The student code of conduct for the school site will apply to the student while receiving the Services. Violations of the code of conduct must be reported to the school site administrator.
- G. Canvas Health staff associated with any program named in the Agreement, as well as Mobile Crisis Response Team, Mental Health Case Management Team and In Home Therapy/Skills programs, will only enter a school building with permission of the parent and the appropriate school staff. Meetings will be scheduled to minimize disruption of the school day.
- H. Canvas Health will ensure that all Canvas Health staff members working in the School District have satisfactorily passed all criminal background checks, including sexual exploitation in past employment.
- I. Canvas Health and the School District acknowledge that educational data created, gathered or maintained by the School District is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. The data created, gathered or maintained by Canvas Health is subject to the requirements of HIPAA and the Minnesota Government Data Practices Act. For students that are engaged in mental health interventions a formal ROI will be obtained for the ongoing sharing of information between the two parties.

This agreement will also allow staff to engage in consultation regarding students not currently engaged in mental health interventions. The intent of this communication is to determine if mental health interventions would be beneficial to the student. This agreement allows for the sharing of student data prior to a ROI being obtained for the purpose of referral, assessment and treatment planning.

IV. TERM

The term of this Agreement are as follows:

Program	Term
Services to be provided through the Innovative Project to Improve Mental Health Outcomes for Youth Attending a Qualifying School Unit – The Innovation Grant	July 1, 2019 to June 30, 2020
Other Services:	July 1, 2019 to June 30, 2020



<ul style="list-style-type: none"> • Children’s Mental Health Case Management • Mobile Crisis Response • Family Treatment Program – In home Therapy & Skills Staff 	
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This agreement can be terminated earlier by either Party upon ninety (90) days prior written notice. Prior to expiration of the Term, the Parties may agree, in writing, to renew this Agreement for a subsequent one (1) year term.

V. INSURANCE

Canvas Health and the School District shall each obtain and maintain insurance against claims arising out of the provision of services under this Agreement in an amount and of a nature consistent with each party’s Board policies, procedures, or practices, to the extent applicable, and as required by the laws of the State of Minnesota. Canvas Health shall name the School District as an additional insured for purposes of implementing this Agreement and Canvas Health shall provide the School District with a certificate of insurance.

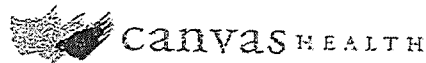
VI. EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND CIVIL RIGHTS

Canvas Health agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable EEO/AA laws, directives and regulations of federal, state and local governing bodies or agencies thereof, specifically Minnesota Statutes, Chapter 363A.

No persons shall, on the grounds of race, color, religion, age, sex, disability, marital status, familial status, sexual orientation, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any or all applicable federal and state laws, including the Civil Rights Act of 1964.

VII. MISCELLANEOUS


- A. **Choice of Law and Severability.** This Agreement shall be governed by the laws of the State of Minnesota, without reference to its conflicts of law principles. If a court of competent jurisdiction determines that any part of this Agreement is void or voidable, violates any law, or is otherwise unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- B. **Joint Drafting.** This Agreement must be construed to have been drafted equally by the Parties.




- C. **Responsibility for Costs.** Each Party shall be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
- D. **Enforcement.** Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time.
- E. **Voluntary Agreement.** The Parties have voluntarily signed this Agreement. No Party has been threatened, coerced, intimidated, or otherwise forced to sign this agreement by any other Party, any officer, employee, School Board member, agent, representative, or attorney of any other Party, or any other person or entity acting on behalf of any other Party.
- F. **Independent Contractor.** Nothing in this Agreement shall be construed to create any partnership or employment relationship between Canvas Health, and/or its employees, officers, directors, and/or agents, and the School District and/or its employees, officers, directors, and/or agents. It is the intent of the Parties that the relationship created between the Parties by virtue of this Agreement is that of an independent contractor.
- G. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the matters addressed in this document. No Party has relied upon any statements, promises or representations other than those contained in this Agreement. No changes to this Agreement shall be considered valid unless they are in writing and signed by both parties.

By signing this Agreement, each Party acknowledges and agrees that it has read this Agreement, has had an opportunity to review this Agreement with legal counsel, understands this Agreement, and is legally bound by all the terms of this Agreement.

FOR THE SCHOOL DISTRICT:


 _____ Date: 9/25/19
 Ilissa Ramm, Executive Director of Human Resources and Legal Services

FOR CANVAS HEALTH, Inc. :


 _____ Date: 9/23/2019
 Matthew Eastwood, Ph.D, MPA, LMFT Chief Executive Officer

**RAMSEY COUNTY CHILDREN'S MENTAL HEALTH COLLABORATIVE
AMENDED AND RESTATED JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (this "Agreement") is made on this ____ day of _____, 2018 (the "Effective Date"), by and between Ramsey County, a body corporate and politic in the State of Minnesota, through its Social Services, Public Health, and Community Corrections Departments (the "County"); Independent School District No. 625, St. Paul Public Schools, a body corporate and politic in the State of Minnesota ("St. Paul School District"); Northeast Metro Intermediate School District No. 916, a body corporate and politic in the State of Minnesota ("916 School District"); Independent School District No. 621, Mounds View Public Schools, a body corporate and politic in the State of Minnesota ("Mounds View School District"); Independent School District No. 622 North St. Paul-Maplewood-Oakdale, a body corporate and politic in the State of Minnesota ("North St. Paul School District"); Independent School District No. 623, Roseville Area Schools, a body corporate and politic in the State of Minnesota ("Roseville School District"); Independent School District No. 624, White Bear Lake Area Schools, a body corporate and politic in the State of Minnesota ("White Bear School District"); and Minnesota Association for Children's Mental Health, a nonprofit corporation in the State of Minnesota ("MACMH.") The parties to this Agreement are collectively referred to as the "Parties" in this Agreement.

WHEREAS, the Parties to this Agreement are committed to the vision that Ramsey County youth will have the strengths, skills, relationships, support, and opportunities that they need to experience mental health and wellbeing;

WHEREAS, youth with (or at risk for) Emotional Disturbance (ED) or Serious Emotional Disturbance (SED) and their families often have complex needs and move between systems or are served by multiple systems at the same time;

WHEREAS, to effectively address the complex, multisystem needs of youth with (or at risk for) Emotional Disturbance (ED) or Serious Emotional Disturbance (SED) it is necessary to engage systems and families to 1) identify needs, 2) develop and sustain an integrated and coordinated service delivery system (system of care) that cuts across traditional system boundaries, and 3) ensure that services and supports are: accessible, consumer-directed, culturally responsive and linguistically appropriate, data-driven, individualized, strength-based, trauma-informed, and wellbeing- focused;

WHEREAS, Minnesota Statutes Sections 245.491 to 245.496, "The Children's Mental Health Integrated Fund," encourages creation of a "local children's mental health collaborative" and provides a framework around which such a collaborative may be created;

WHEREAS, Minnesota Statutes Section 471.59, subdivision 11 (c) provides that counties, school districts, and mental health entities may establish a joint powers board to establish and govern a local children's mental health collaborative;

WHEREAS, a local children's mental health collaborative was established by interagency agreement between Ramsey County, all of the school districts in Ramsey County, and other agencies in 1997;

WHEREAS, the collaborative was restructured in 2010 and a joint powers entity named the “Ramsey County Children’s Mental Health Collaborative” (the “RCCMHC”) was established by and between Ramsey County and St. Paul Public Schools;

WHEREAS, the parties desire that the RCCMHC be expanded to include the suburban Ramsey County school districts as members of the RCCMHC while continuing in the RCCMHC’s mission to work across systems and with families to meet the complex needs of youth with or at risk for ED or SED;

WHEREAS, the parties to this Agreement want to meet these needs by offering accessible, consumer-directed, culturally affirming and responsive, data-driven, holistic/individualized, strengths-based, trauma-informed, and wellbeing/resilience-focused services and wish to have the RCCMHC perform its services in accordance with these values;

WHEREAS, the Parties to this Agreement also desire to modify the governance structure of the RCCMHC through this Agreement; and

NOW THEREFORE, in consideration of the foregoing, all of the undersigned Parties do hereby enter into this Agreement to reorganize the RCCMHC which will continue to be known as the Ramsey County Children’s Mental Health Collaborative and agree as follows:

1. **Mission and Purpose.**

The mission of RCCMHC is to work across systems and with families to meet the complex needs of youth with or at risk for emotional disturbance (ED) or serious emotional disturbance (SED). The purpose of the RCCMHC is to sustain an integrated, coordinated, and responsive mental health service delivery system in Ramsey County which targets the complex, multisystem needs of youth with or at risk for ED or SED and their families. The definition of youth and their families to be served are set forth in the RCCMHC Bylaws. The RCCMHC will build on member strengths, address community challenges, and leverage resources and capabilities to meet locally-generated goals and outcomes as well as those set forth in state priorities and statutes that apply to children’s mental health collaboratives. The goals of the RCCMHC will be stated in the RCCMHC’s bylaws.

Parties to this Agreement will:

- A. Comply with any applicable state or federal statutes, regulations, and rules. The statutes that are applicable to the RCCMHC are attached to this Agreement as Appendix A;
- B. Commit funds and resources such as staff, services, technologies, and expertise to the RCCMHC and its Integrated Fund;
- C. Develop and sustain a governance structure to accomplish the mission of the RCCMHC as well as manage fiscal responsibility and outcome evaluation;
- D. Appoint representatives to the Governing Board;

- E. Participate in programs and projects operated by the RCCMHC;
- F. Ensure that youth and their families are valued as equal partners with providers and policy makers and are actively engaged as invested stakeholders and systems builders in Ramsey County; and
- G. Make a good faith effort to cooperate with each other in carrying out the Agreement.

2. **Merger of Prior Agreements.**

This Agreement and the related Amended Bylaws shall supersede all prior agreements and organizational documents of the RCCMHC involving any of the parties to this Agreement as of the Effective Date of this Agreement.

3. **Governing Board.**

- A. The Governing Board shall hold the full and complete legal authority of the RCCMHC and shall assume all statutorily mandated duties of the RCCMHC.
- B. The Governing Board shall have 16 members as established by this Agreement.
- C. Upon the Effective Date of this Agreement, the membership of the Governing Board shall be as follows:
 - i. Eleven Appointed Board Members: The following Board members are to be appointed by their respective agencies, districts, or boards:
 - a. One Ramsey County Commissioner;
 - b. One member from Ramsey County Social Services;
 - c. One member from Ramsey County Public Health;
 - d. One member from Ramsey County Community Corrections;
 - e. One member from the Mounds View School District;
 - f. One member from the North St. Paul School District;
 - g. One member from the Roseville School District;
 - h. One member from the White Bear School District;
 - i. One member from the St. Paul School District;
 - j. One member from the 916 School District; and
 - k. One member from MACMH.
 - ii. Four Elected Board Members: The following Board members are to be elected by their respective committees:

- a. Both co-chairs of the RCCMHC Family Services Committee (parent/caregiver);
 - b. The chair of the RCCMHC Advisory Council; and
 - c. The chair of the RCCMHC Cultural Outreach Committee.
- iii. One Youth Board Member: The Governing Board will elect one youth (up to age 24) to be a Youth Board Member. The Governing Board shall review applications submitted by persons who wish to serve as the Youth Board Member and shall elect one person to serve as the Youth Board Member.
- D. All 16 members' terms will begin initially as one, two, or three-year terms that transition into three-year staggered terms. The Youth Board Member may serve a one or three year term. The terms shall be staggered according to the following schedule:

December 2017 to December 2018 (1-year term)	January 2017 to December 2018 (1-year term)	December 2017 to December 2019 (2-year term)	January 2017 to December 2020 (3-year term)
Ramsey County Commissioner	Youth (up to age 24) if elected for a one year term	Ramsey County Social Services	Co-chair #2 of the Family Service Committee
Ramsey County Public Health		Co-Chair #1 of the Family Service Committee	Ramsey County Community Corrections
Mounds View School District		North Saint Paul School District	Chair of the Advisory Council
Roseville School District		White Bear School District	Chair of the Cultural Outreach Committee
St. Paul School District		916 School District	MACMH
			Youth (up to age 24) if elected for a three year term.

- E. The members of the School Districts and Ramsey County will assume their voting privileges after appointments by the respective School Boards and the County Board.
- F. Board Vacancy. Upon the occurrence of a vacancy on the Governing Board through the expiration of a term, resignation, or other reason, the position shall be filled within 60 days. Appointed positions will be filled by the respective agency, district, or board. Elected positions will be filled by their respective committees or in the event of the Youth Board Member, the Governing Board. A person appointed to fill a vacant position shall serve the remainder of the term.

- G. Terms and Term Limits. Board members will be appointed or elected for a term of three years. The exception to this rule is that a Youth Board Member may be elected for a one-year term. Elected Board members shall have a term limit of two consecutive three-year terms. The Youth Board Member may not serve on the Board beyond the age of 24. Appointed Board members do not have a term limit.
- H. Board Committees. The Governing Board may establish committees to develop and provide recommendations to the Governing Board. The Chair of every standing committee must be a Board member.
- I. Bylaws. The Governing Board shall adopt bylaws and may amend them from time to time as necessary, for the orderly administration of the business and affairs of the RCCMHC.
- J. All meetings of the Governing Board shall be conducted in accordance with the provisions of Minnesota Statutes Chapter 13D, the Open Meeting Law.

4. **Powers of the Governing Board.**

The Governing Board is hereby authorized to exercise such authority as is necessary and proper to make all decisions to carry out its purpose as described in Section 1 of this Agreement and to fulfill its obligations under Minnesota Statutes Section 13.02, subdivision 18. Such powers shall be subject to the provisions of Minnesota Statutes Section 471.59, as it may be amended from time to time, and any other applicable statute, and may include, but will not be limited to, any or all of the following to the extent provided by law or not otherwise limited by this Agreement:

- A. Adopt and amend annual budgets, to be established on a calendar year basis, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each Party. The Governing Board shall develop policies and procedures regarding reserves, encumbering of funds, and allocation of assets.
- B. Enter into transactions, including agreements required in furtherance of this Agreement and statutory mandate and enforce such transactions to the extent available in equity or at law. The Governing Board may approve any agreement relating to this Agreement up to the amount approved in the annual budget or as the budget may be amended and may authorize the Executive Director to execute those agreements.
- D. Apply for and accept gifts, grants, loans of money, other property or assistance on behalf of the RCCMHC from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available; enter into any agreement in connection therewith; and hold, use, and dispose of such money, other property and assistance in accordance with the terms of the gift, grant, or loan relating thereto.

- E. Hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Enter into agreements for personal services as the Governing Board determines necessary.
- G. Incur debts, liabilities, or obligations which shall not constitute a debt of any of the Parties or their agencies or representatives. The Governing Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- H. To sue and be sued in its own name. The RCCMHC and each Party shall be subject to the protections set forth in Minnesota Statutes Chapter 466.
- I. To hire employees.
- J. Assure compliance with all statutes concerning collaboratives as well as laws, regulations, and ethical practices, including review and approval of any external reporting done on behalf of RCCMHC.

5. **Officers, Administrative Contracts, and Services.**

All powers granted herein shall be exercised by the Governing Board in accordance with the legal requirements applicable to the RCCMHC. The Governing Board shall elect a Chair, Vice Chair, Treasurer, and Past Chair from among its members each to serve a term of one year. The Board shall also appoint a Secretary who may, but need not be, a member of the Governing Board. If the Secretary is not a member of the Governing Board, the Secretary shall not have the right to vote.

- A. The Governing Board may enter into agreements with any agencies or organizations represented on the Governing Board to provide administrative, financial, accounting services, (including disbursement of funds), or any other services. The Office Manager/Bookkeeper of the RCCMHC shall act as controller of the RCCMHC and shall draw warrants to pay demands against the RCCMHC when the demands have been approved by the Governing Board. Any Governing Board member shall retain his or her authority to request reports pertaining to any and all such services.
- B. Ad hoc staffing to provide technical support and project-driven shared staff for special projects may be provided to the RCCMHC by staff assigned by a Party on an as-needed basis.

6. **Integrated Fund.**

- A. The Parties agree to establish an Integrated Fund in compliance with the Children's Mental Health Integrated Fund statutes, Minnesota Statutes Sections 245.491-245.495. The Integrated Fund shall consist of a pool of public and private, local, state, and federal resources consolidated at the local level to accomplish locally agreed upon services goals for the target population. The Fund will be used to help the RCCMHC serve the mental health needs of children in the target population by allowing the RCCMHC to develop and implement an integrated children's mental health service system.
- B. The Integrated Fund may consist of either monetary or in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the RCCMHC.
- C. The amount of the Parties' contributions to the Integrated Fund shall be negotiated each year and approved by the Governing Board at its annual meeting. Parties shall make four equal payments of their monetary Integrated Fund contributions on the first day of the first month of each fiscal quarter (January 1, April 1, July 1, and October 1). No Party shall be required to contribute any amount exceeding its required contribution amount, but nothing in this Agreement shall prohibit any Party from making an additional contribution or encumbrance of monetary or in-kind resources, nor from considering additional contributions or encumbrances on a case-by-case basis.

7. **Personnel.**

The Governing Board may appoint an Executive Director to serve at the pleasure of the Board with such duties and compensation as the Board may establish.

8. **Data Practices.**

All Parties agree to establish data practices for the RCCMHC that conform to state and federal statutes and rules regulating the privacy and security of data, particularly the collection, creation, receipt, maintenance, or dissemination of private or confidential data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "MGDPA") or any other applicable state or federal laws. The Executive Director shall serve as the MGDPA Responsible Authority for the RCCMHC, unless some other person has been so designated by the Governing Board.

In accordance with Minnesota Statutes Section 16C.05, subdivision 5 as amended, the RCCMHC and each Party agrees to make its books and records pertaining to its performance under this Agreement available for audit to each other, and to keep such documentation for six years following termination of this Agreement.

9. **Indemnification and Insurance.**

- A. Indemnification. Each Party shall be liable for its own acts and the results thereof to the extent provided by law and agrees to defend, indemnify, and hold harmless the other Parties (including their officials, employees, volunteers, and agents) from any liability, claims, causes of action, judgments, damages, losses, costs, or

expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of themselves, anyone they directly or indirectly employ, and anyone for whose acts or omissions they may be liable in the performance or failure to adequately perform their obligations under this Agreement. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable law shall govern the Parties' liability. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate liability caps as to the Parties collectively or each individual Party or volunteer.

B. Insurance.

- i. The RCCMHC shall purchase general liability and directors' and officers' errors and omissions insurance and such other insurance as it deems necessary to defend the RCCMHC and covered parties for actions arising out of this Agreement.
- ii. The RCCMHC shall maintain workers' compensation insurance covering each of its employees.
- iii. Covered parties shall include any individual engaged in the activities of the RCCMHC including but not limited to: members of the Governing Board; employees employed by the RCCMHC; RCCMHC volunteers; and parents and consumers while performing duties for the RCCMHC.
- iv. Any liability to the RCCMHC or any Party under this Agreement shall be limited by the provisions of Minnesota Statute Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law and such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the RCCMHC.

10. **Termination and Withdrawal.**

- A. Any Party may withdraw from this Agreement by passage of a resolution by its governing body declaring its intent to withdraw on a specific date, which date shall not be less than 60 days from the date of resolution and receipt of that resolution by the Governing Board. Said date shall then become the effective date of withdrawal.
- B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for its share of the fiscal obligations incurred by the RCCMHC prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.
- C. The withdrawing Party shall not be entitled to a refund of any contributions made to the Integrated Fund or other fees paid to operate the RCCMHC.

- D. Notwithstanding the Parties' authority to withdraw and anything herein to the contrary, this Agreement shall continue in force until the expiration of its term as herein provided or, if sooner, all participating Parties mutually agree to terminate this Agreement by joint resolution of the Parties, or if necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination of this Agreement, the Governing Board shall continue to exist for the limited purpose of discharging the RCCMHC's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

11. **Term of Agreement; Amendment; and Renewal.**

This Agreement shall be effective upon execution by all of the parties and remain effective until December 31, 2021, and shall be automatically renewed for terms of five years thereafter unless a majority of the Parties indicate in writing a desire to terminate the Agreement at the end of any term. This Agreement may be amended at any time by all of the parties in a writing approved by each Party's governing board.

13. **Disposition of Surplus Funds or Property.**

All property, real and personal, held by or in the name of the RCCMHC at the time of termination of this Agreement, shall be distributed by resolution of the Governing Board in accordance with law and in a manner deemed appropriate to best accomplish the stated purposes of the RCCMHC.

14. **Counterparts.**

This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

15. **Entire Agreement.**

It is understood and agreed that this Agreement represents the entire agreement between the Parties and supersedes and cancels any and all prior agreements, written or oral, between the Parties relating to the subject matter hereof. No Party has relied on any representations that are not stated in this Agreement or in the RCCMHC Bylaws.

16. **Audit.**

The books, records, and documents relevant to this Agreement are subject to review and audit by the Parties and the State of Minnesota at reasonable times upon written notice.

17. **Nondiscrimination.**

The RCCMHC shall not discriminate by reason of age, race, religion, creed, color, sex, sexual or affectional orientation, gender identity and expression, national origin, marital status, disability, status with regard to public assistance, or familial status with respect to the hiring of employees or contractors or the provision of services under this Agreement.

18. **Severability.**

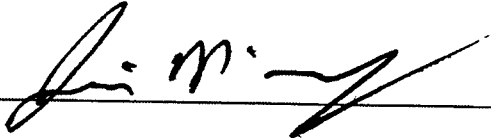
In the case where any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not be in any way affected or impaired thereby.

19. **Assignment.**

No Party to this Agreement shall assign its rights or duties under this Agreement to another Party.

Signatures

Ramsey County

By:  Date: 8/13/19

Its: Chair, Board of Commissioners

By:  Date: 8/13/19

Its: Chief Clerk - County Board

Independent School District No. 625, St. Paul Public Schools

By: [Redacted Signature]

Date: 5/1/18

Its: [Redacted Title]

By: _____

Date: _____

Its: _____

Independent School District No. 624, White Bear Lake Area Schools

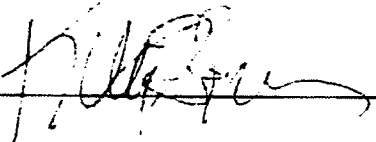
By: [Signature] chair Date: 6/11/18

Its: [Signature]

By: _____ Date: 6/11/18

Its: _____

Independent School District No. 623, Roseville Area Schools

By:  Date: 8/21/18

Its: School Board Chair

By:  Date: 8/24/18

Its: Student Services Director

Independent School District No. 621, Mounds View Public Schools

By: [Signature] Date: 05-15-2018

Its: Board Chair

By: [Signature] Date: 5/15/2018

Its: Superintendent

Independent School/District No. 622 North St. Paul – Maplewood – Oakdale

By: [Signature] Date: 6/12/2018

Its: Director of Business

By: [Signature] Date: 6/14/18

Its: Director of Student Services

Northeast Metro Intermediate School District No. 916

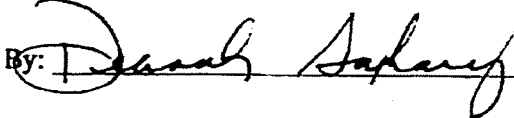
By: *Dickie Rm* Date: 9/6/18

Its: Human Resources Director and Legal Counsel

By: _____ Date: _____

Its: _____

Minnesota Association of Children's Mental Health

By: 

Date: 9/6/18

Its: Executive Director

Appendix A to Joint Powers Agreement

The statutes directly and indirectly relating to children's mental health collaboratives can be lengthy and often contain statements that are similar but worded differently. Please take the time to acquaint yourself with each of the statutes below. Key ideas that are most often associated with the RCCMHC's work have been abbreviated as bullet points below each statute. Please note that these bullet points are NOT comprehensive. The full text of the statute is available at each statute's hyperlink.

Statutes Directly Related to Children's Mental Health Collaboratives:

Minn. Stat. § 124D.23 FAMILY SERVICES AND COMMUNITY-BASED COLLABORATIVES

- Collaboratives are expected to have broad community representation
- Two or more collaboratives may consolidate decision-making, pool resources, and collectively act on behalf of the individual collaboratives, based on a written agreement
- Collaborative duties:
 - Establish clear goals;
 - Use outcome-based indicators to measure progress;
 - Establish a comprehensive planning process that involves all sectors of the community, identifies local needs, and surveys existing local programs;
 - Integrate service funding sources;
 - Coordinate families' services to avoid duplicative and overlapping assessment and intake procedures;
 - Focus primarily on family-centered services;
 - Encourage parents and volunteers to actively participate;
 - Provide services in locations that are readily accessible;
 - Use new or reallocated funds to improve or enhance services;
 - Identify institutional barriers to coordinating services and suggest ways to remove barriers;
 - Design and implement an **Integrated Local Service Delivery System** for children and their families that coordinates funding streams and the delivery of services between existing agencies, coordinates services across agencies and is client centered. Examples may include:
 - Improve outreach and early identification of youth/families;
 - Intervene across service systems on behalf of families;
 - Offer an inclusive service system;
 - Coordinate services that eliminate the need to match funding streams, provider eligibilities, or clients with multiple providers;
 - Improve access to services by coordinating transportation;
 - Provide new mother outreach and periodic family visits ;
 - Coordinate assessment across systems to determine which children and families need coordinated multiagency services and supplemental services;

- Include multiagency service plans and coordinate unitary case management; and
 - Integrate funding of services.
- Information Sharing (NOTE: This is different from Minnesota Statutes Section 245.493)
 - The school district, county, and public health entity members of a family services collaborative may inform each other as to whether an individual or family is being served by the member, without the consent of the subject of the data.
 - If further information sharing is necessary in order for the collaborative to carry out duties, the collaborative may share data if the individual gives written informed consent.
 - If a federal law or regulation impedes information sharing that is necessary in order for a collaborative to carry out duties, the appropriate state agencies shall seek a waiver or exemption from the law or regulation.
- Integrated Fund
 - A collaborative must establish an integrated fund to help provide an integrated service system and fund additional supplemental services. The integrated fund may consist of federal, state, local, or private resources.
 - The collaborative agreement must specify a minimum financial commitment by the contributors to an integrated fund. Contributors may not reduce their financial commitment except as specified in the agreement or by federal declaration.
 - A collaborative must seek to maximize federal and private funds by designating local expenditures for services that can be matched with federal or private grant funds and by designing services to meet the requirements for state or federal reimbursement.
 - Collaboratives may seek to maximize federal reimbursement of funds under Minnesota Statutes Section 256F.10.
- Local Plans
 - The collaborative plan must describe how the collaborative will carry out the duties and implement the integrated local services delivery system.
 - The plan must include a list of the collaborative participants, a copy of the agreement required under subdivision 1, the amount and source of resources each participant will contribute to the integrated fund, and methods for increasing local participation in the collaborative, involving parents and other community members in implementing and operating the collaborative, and providing effective outreach services.
 - The plan must also include specific goals that the collaborative intends to achieve and methods for objectively measuring progress.
 - The Children’s Cabinet must approve local plans for collaboratives.

Minn. Stat. § 245.491 CITATION; DECLARATION OF PURPOSE.

- Children with emotional or behavioral disturbances or who are at risk of suffering such disturbances often require services from multiple service systems.
- An integrated children's mental health service system will:

- Allow local service decision makers to draw funding from a single local source so that funds follow clients and eliminates the need to match clients, funds, services, and provider eligibilities;
- Create a local pool of state, local, and private funds to procure a greater medical assistance federal financial participation;
- Improve the efficiency of use of existing resources;
- Minimizes or eliminate the incentives for cost and risk shifting; and
- Increase the incentives for earlier identification and intervention.

Minn. Stat. § 245.492 DEFINITIONS

- **"Children with emotional or behavioral disturbances"** includes children with emotional disturbances as defined in Minnesota Statutes Section 245.4871, subdivision 15, and children with emotional or behavioral disorders as defined in Minnesota Rules, Part 3525.1329, subpart 1.
- **"Family"** has the definition provided in Minnesota Statutes Section 245.4871, subdivision 16.
- **"Integrated fund"** is a pool of both public and private local, state, and federal resources, consolidated at the local level, to accomplish locally agreed-upon service goals for the target population.
- **"Integrated service system"** means a coordinated set of procedures established by the local children's mental health collaborative for coordinating services and actions across categorical systems and agencies that results in:
 - integrated funding;
 - improved outreach, early identification, and intervention across systems;
 - strong collaboration between parents and professionals in:
 - identifying children in the target population,
 - facilitating access to the integrated system, and
 - coordinating care and services for these children;
 - a coordinated assessment process across systems that determines which children need multiagency care coordination and wraparound services;
 - multiagency plan of care; and
 - individualized rehabilitation services.
 - Services provided by the integrated service system must meet the requirements set out in Minnesota Statutes Sections 245.487 to 245.4889.
 - Children served by the integrated service system must be economically and culturally representative of children in the service delivery area.
- **"Local children's advisory council"** refers to the council established under Minnesota Statutes Section 245.4875, subdivision 5.
- **"Local children's mental health collaborative"** or "collaborative" means an entity formed by the agreement of representatives of the local system of care for the purpose of developing and governing an integrated service system.
 - Where a local coordinating council as defined in Minnesota Statutes Section 125A.22 is not the local children's mental health collaborative, the local children's mental health collaborative must work closely with the local coordinating council in designing the integrated service system.

- **"Local system of care"** has the definition provided in Minnesota Statutes Section 245.4871, subdivision 24.
- **"Multiagency plan of care"** means a written plan of intervention and integrated services developed by a multiagency team in conjunction with the child and family based on their unique strengths and needs as determined by a multiagency assessment. The plan must outline measurable client outcomes and specific services needed to attain these outcomes, the agencies responsible for providing the specified services, funding responsibilities, timelines, the judicial or administrative procedures needed to implement the plan of care, the agencies responsible for initiating these procedures and designate one person with lead responsibility for overseeing implementation of the plan.
- **"Target population"** means children up to age 18 with an emotional or behavioral disturbance or who are at risk of suffering an emotional or behavioral disturbance as evidenced by a behavior or condition that affects the child's ability to function in a primary aspect of daily living including personal relations, living arrangements, work, school, and recreation, and a child who can benefit from:
 - multiagency service coordination and wraparound services; or
 - informal coordination of traditional mental health services provided on a temporary basis.
 - Children between the ages of 18 and 21 who meet these criteria may be included in the target population at the option of the local children's mental health collaborative.
- **"Individualized rehabilitation services"** are alternative, flexible, coordinated, and highly individualized services that are based on a multiagency plan of care. These services are designed to build on the strengths and respond to the needs identified in the child's multiagency assessment and to improve the child's ability to function in the home, school, and community. Individualized rehabilitation services may include, but are not limited to, residential services, respite services, services that assist the child or family in enrolling in or participating in recreational activities, assistance in purchasing otherwise unavailable items or services important to maintain a specific child in the family, and services that assist the child to participate in more traditional services and programs.

Minn. Stat. § 245.493 LOCAL CHILDREN'S MENTAL HEALTH COLLABORATIVE.

- **Mandatory partners**
 - One county, one school district or special education cooperative, one mental health entity, and one juvenile justice or corrections entity.
- **Possible members**
 - Representatives of the local system of care and nongovernmental entities such as parents of children in the target population; parent and consumer organizations; community, civic, and religious organizations; private and nonprofit mental and physical health care providers; culturally specific organizations; local foundations; and businesses.
- **Partners/members must:**
 - Develop an integrated service system;
 - Commit resources to providing services through the children's mental health collaborative; and
 - Develop a plan to contribute funds to the children's mental health collaborative.
- **Local Coordinating Bodies**

- A children's mental health collaborative may assume the duties of a community transition interagency committee established under Minnesota Statutes Section 125A.22; an interagency early intervention committee established under Minnesota Statutes Section 125A.30; or a local advisory council established under Minnesota Statutes Section 245.4875, subdivision 5.
- Two or more family services collaboratives or children's mental health collaboratives may consolidate decision making, pool resources, and collectively act on behalf of the individual collaboratives, based on a written agreement among the participating collaboratives.
- **Duties of the Children's Mental Health Collaborative**
 - provide a copy of the signed collaborative agreement to the Commissioner of Human Services within 10 days of formation.
 - identify a service delivery area and an operational target population that is economically and culturally representative of children within that service delivery area.
 - seek to maximize federal revenues available to serve children in the target population by designating local expenditures for services for these children and their families that can be matched with federal dollars;
 - in consultation with the local children's advisory council and the local coordinating council, if it is not the local children's mental health collaborative, design, develop, and ensure implementation of an integrated service system that meets the requirements for state and federal reimbursement and develop interagency agreements necessary to implement the system;
 - expand membership to include representatives of other services in the local system of care (SOC) including prepaid health plans under contract with the Commissioner of Human Services;
 - create or designate a management structure for fiscal and clinical responsibility and outcome evaluation;
 - spend funds generated by the local children's mental health collaborative as required in Minnesota Statutes Sections 245.491 to 245.495;
 - explore methods and recommend changes needed at the state level to reduce duplication and promote coordination of services including the use of uniform forms for reporting, billing, and planning of services;
 - submit its integrated service system design to the Children's Cabinet for approval within one year of notifying the Commissioner of Human Services of its formation;
 - provide an annual report and the collaborative's planned timeline to expand its operational target population to the Children's Cabinet; and
 - expand its operational target population.
- **Information Sharing (NOTE: This is different from Minnesota Statutes Section 124D.23)**
 - Members of a children's mental health collaborative may share data on individuals being served by the collaborative or its members if the individual gives written informed consent and the information sharing is necessary in order for the collaborative to carry out duties.
 - If a federal law or regulation impedes information sharing that is necessary in order for a collaborative to carry out duties, the appropriate state agencies shall attempt to get a waiver or exemption from the applicable law or regulation.

Minn. Stat. § 245.4931 INTEGRATED LOCAL SERVICE SYSTEM.

- The integrated service system established by the children’s mental health collaborative must:
 - Include a process for communicating to agencies in the local SOC eligibility criteria for services received through the children’s mental health collaborative and a process for determining eligibility.
 - The process shall place strong emphasis on outreach to families, respecting the family role in identifying children in need, and valuing families as partners;
 - Include measurable outcomes, timelines for evaluating progress, and mechanisms for quality assurance and appeals;
 - Involve the family and the individual child, in developing multiagency service plans to the extent required in Minnesota Statutes Sections 125A.08, 245.4871, subdivision 21, 245.4881, subdivision 4, 253B.03, subdivision 7, 260C.212, subdivision 1, and 260C.201, subdivision 6.
 - Meet all standards and provide all mental health services as required in Minnesota Statutes Sections 245.487 to 245.4889 and ensure that the services provided are culturally appropriate;
 - Spend funds generated by the children’s mental health collaborative as required in Minnesota Statutes Sections 245.491 to 245.495;
 - Encourage public-private partnerships to increase efficiency, reduce redundancy, and promote quality of care; and
 - Ensure that, if the county participant of the local children’s mental health collaborative is also a provider of child welfare targeted case management, then federal reimbursement received by the county for child welfare targeted case management provided to children served by the local children’s mental health collaborative is directed to the integrated fund.

Minn. Stat. § 245.4932 REVENUE ENHANCEMENT; AUTHORITY AND RESPONSIBILITIES

- Children’s mental health collaboratives shall have the following authority and responsibilities regarding federal revenue enhancement. The collaborative:
 - Must establish an integrated fund;
 - Shall designate a lead county or other qualified entity as the fiscal agency for reporting, claiming, and receiving payments;
 - May enter into subcontracts with other counties, school districts, special education cooperatives, municipalities, and other public and nonprofit entities for purposes of identifying and claiming eligible expenditures to enhance federal reimbursement;
 - Shall use any enhanced revenue attributable to the activities of the collaborative, including administrative and service revenue, solely to provide mental health services or to expand the operational target population;
 - Must develop and maintain an accounting and financial management system adequate to support all claims for federal reimbursement, including a clear audit trail and any provisions specified in the contract with the commissioner of human services;

- The collaborative or its members may elect to pay the nonfederal share of the medical assistance costs for services designated by the collaborative; and
- The lead county or other qualified entity may not use federal funds or local funds designated as matching for other federal funds to provide the nonfederal share of medical assistance.

Minn. Stat. § 245.495 ADDITIONAL FEDERAL REVENUES.

- Each children’s mental health collaborative shall report expenditures eligible for federal reimbursement in a manner prescribed by the commissioner of human services under Minnesota Statutes Section 256.01, subdivision 2, paragraph (p).
 - The collaborative must use these funds to expand the operational target population or to develop or provide mental health services through the local integrated service system to children in the target population. Funds may not be used to supplant funding for services to children in the target population.
 - For purposes of this section, “mental health services” are community-based, nonresidential services, which may include respite care, that are identified in the child’s multiagency plan of care.

Statutes Indirectly Related to Children’s Mental Health Collaboratives

Minn. Stat. § 4.045 CHILDREN’S CABINET

- The Children’s Cabinet shall consist of the commissioners of education, human services, employment and economic development, public safety, corrections, management and budget, health, administration, Housing Finance Agency, and transportation, and the director of the Office of Strategic and Long-Range Planning. The governor shall designate one member to serve as cabinet chair. The chair is responsible for ensuring that the duties of the Children’s Cabinet are performed.

Minn. Stat. Ch. 13 MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

- This is a very long and comprehensive chapter that cannot be abbreviated for purposes of this appendix. Please access the full text at the above link.

Minn. Stat. Ch. 13D OPEN MEETING LAW

- This is a long and comprehensive chapter that cannot be abbreviated for purposes of this appendix. Please access the full text at the above link.

Minn. Stat. § 179A.03 DEFINITIONS (Public Employment Labor Relations)

- Public Employer
 - When two or more units of government subject to Minnesota Statutes Sections 179A.01 to 179A.25 undertake a project or form a new agency under law authorizing common or joint action, the employer is the governing person or board of the created agency. The governing official or body of the cooperating governmental units shall be bound by an agreement entered into by the created agency according to Minnesota Statutes Sections 179A.01 to 179A.25.
- Public Employee

- “Public employee” or “employee” means any person appointed or employed by a public employer except:
 - elected public officials;
 - part-time employees whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s appropriate unit;
 - employees whose positions are basically temporary or seasonal in character and: (i) are not for more than 67 working days in any calendar year; or (ii) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment;
- The following individuals are public employees regardless of the exclusions of paragraph (a), clauses (5) and (6) stated above:
 - an employee hired by a school district to replace an absent teacher is a public employee regardless of the exclusions for part-time employees stated above.

Minn. Stat. § 179A.60 JOINT POWERS AGREEMENTS

- For purposes of this statute, “entity” means an operating organization, established by agreement of two or more governmental units for the joint exercise of governmental powers, that has its own governing board with the authority to hire its own employees.
- Employees of an entity are public employees and joint powers entities are public employers under Minnesota Statutes Section 179A.03.

Minn. Stat. § 245.4875 LOCAL SERVICE DELIVERY SYSTEM

- The county board in each county is responsible for using all available resources to develop and coordinate a system of locally available and affordable children’s mental health services.
- The county board may provide some or all of the children’s mental health services and activities (below) directly through a county agency or under contracts with other individuals or agencies.
- The children’s mental health service system must include the following services:
 - education and prevention, Minnesota Statutes Section 245.4877;
 - mental health identification and intervention, Minnesota Statutes Section 245.4878;
 - emergency services, Minnesota Statutes Section 245.4879;
 - outpatient services, Minnesota Statutes Section 245.488;
 - family community support services, Minnesota Statutes Section 245.4881;
 - day treatment, Minnesota Statutes Section 245.4884, subdivision 2;
 - residential treatment, Minnesota Statutes Section 245.4882;
 - acute care hospital inpatient treatment, Minnesota Statutes Section 245.4883;
 - screening, Minnesota Statutes Section 245.4885;
 - case management, Minnesota Statutes Section 245.4881;

- therapeutic support of foster care, Minnesota Statutes Section 245.4884, subdivision 4;
- professional home-based family treatment, Minnesota Statutes Section 245.4884, subdivision 4; and
- mental health crisis services, Minnesota Statutes Section 245.488, subdivision 3.
- Counties are encouraged to join with one or more county boards to establish a multicounty local children's mental health authority
- The county board shall establish a **local children's mental health advisory council** or children's mental health subcommittee of the existing local mental health advisory council or shall include persons on its existing mental health advisory council who are representatives of children's mental health interests.
 - The following individuals must serve
 - At least one person who was in a mental health program as a child or adolescent;
 - At least one parent of a child or adolescent with severe emotional disturbance;
 - One children's mental health professional;
 - Representatives of minority populations of significant size residing in the county;
 - A representative of the children's mental health local coordinating council; and
 - One family community support services program representative.
 - The local children's mental health advisory council shall seek input from parents, former consumers, providers, and others about the needs of children with emotional disturbance in the local area and services needed by families of these children.
 - Shall meet monthly- but not less than quarterly- to review, evaluate, and make recommendations regarding the local children's mental health system.
 - Annual tasks:
 - arrange for input from the local SOC providers regarding coordination of care between the services;
 - identify for the county board the individuals, providers, agencies, and associations as specified in Minnesota Statutes Section 245.4877, paragraph (2); and
 - provide to the county board a report of unmet mental health needs of children residing in the county.
- Transition Services
 - The county board may continue to provide mental health services as defined in Minnesota Statutes Sections 245.487 to 245.4889 to persons over 18 years of age, but under 21 years of age, if the person was receiving case management or family community support services prior to age 18, and if one of the following conditions is met:
 - the person is receiving special education services through the local school district;
 - it is in the best interest of the person to continue services defined in Minnesota Statutes Sections 245.487 to 245.4889; or
 - the person is requesting services and the services are medically necessary.

Minn. Stat. § 471.59 JOINT EXERCISE OF POWERS

- Two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties or any similar powers
- Liability
 - A governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this statute or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, unless the participating governmental unit has agreed in writing to be responsible for the acts or omissions of another participating governmental unit.
 - For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes Sections 3.736 or 466.04, subdivision 1, or as waived or extended by the joint board or all participating governmental units under Minnesota Statutes Sections 3.736, subdivision 8; 466.06; or 471.981. This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity.
 - If a participating governmental unit has procured or extended insurance coverage pursuant to Minnesota Statutes Sections 3.736, subdivision 8; 466.06; or 471.981 in excess of the limits on governmental liability under Minnesota Statutes Sections 3.736 or 466.04, subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that governmental unit's liability for the claim, if any.
- The agreement shall state the purpose or the power to be exercised and it shall provide for the method by which the purpose sought shall be accomplished or the manner in which the power shall be exercised.
 - When the agreement provides for use of a joint board, the board shall be representative of the parties to the agreement.
- The parties to such agreement may provide for disbursements from public funds to carry out the purposes of the agreement.
 - Contracts let and purchases made under the agreement shall conform to the requirements applicable to contracts and purchases of any one of the parties, as specified in the agreement. Strict accountability of all funds and report of all receipts and disbursements shall be provided for.
- Such agreement may be continued for a definite term or until rescinded or terminated in accordance with its terms.
- Such agreement shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the agreement has been completed.

- For the purposes of the development, coordination, presentation and evaluation of training programs for local government officials, governmental units may exercise their powers under this section in conjunction with organizations representing governmental units and local government officials.
- Two or more governmental units, through action of their governing bodies, by adoption of a joint powers agreement may establish a **joint powers board** to issue bonds or obligations
 - A joint board established under this section may issue obligations and other forms of indebtedness only in accordance with express authority granted by the action of the governing bodies of the governmental units that established the joint board.
 - Counties, school districts, and mental health entities, through action of their governing bodies, may establish a joint board to establish and govern a children's mental health collaborative under Minnesota Statutes Sections 245.491 to 245.495, or a collaborative established by the merger of a children's mental health collaborative and a family services collaborative under Minnesota Statutes Section 124D.23. The county, school district, and mental health entities may include other entities at their discretion. The membership of a board established under this paragraph, in addition to members of the governing bodies of the participating governmental units, must include the representation provided by Minnesota Statutes Section 245.493, subdivision 1.

Northeast Metro 916 Board Forum

November 6, 2019

Forest Lake

Attached is some information on An Inclusion Project for the Forest Lake Area called Everyone Belongs.

Everyone Belongs

An Inclusion Project for the Forest Lake Area

Project Purpose: The purpose of this inclusion project is to ensure that the Forest Lake Area is inclusive for all individuals and families.

A Joint Project: Forest Lake Area Schools and

HS Cafeteria

Objectives:

- Bridge cultural difference;
- Develop a deeper self-awareness of personal dimensions of diversity and what influences those dimensions in your spheres of influence.;
- Recognize other dimensions of diversity and explore how they influence your perception of the world and how the world sees you.
- Understand the impact of dimensions of diversity in relationship building
 - the role of empathy
 - the role of conversation
- Create an awareness about cultural uniqueness and how to respond when faced with differences that transcend your norms.
- Recognize opportunities for inclusiveness in your spheres of influence.

Initial Process:

1. Community-wide learning series
 - a. Unconscious Bias
 - b. Dimensions of Diversity
 - c. Cultural Lens

2. Equity Innovation Lab Series (five sessions)

Ongoing Efforts:

1. Formation of a community-wide Steering Committee
 - a. Share concerns, issues, and needs
 - b. Assist with promoting events
 - c. Plan events and activities

Learning Series:

A. **Session One: Tuesday, October 29th, 6-9 p.m. - The Hidden Brain and Unconscious Bias (3 hours):**

Everyone has unconscious or implicit biases. It would be impossible for us to navigate our world without using frameworks, assumptions and mental models. As we seek to have greater equity, we need to understand our hidden and unconscious biases. Only by uncovering what is hiding in our brains can we move to thoughts and behaviors that lead to greater equity and inclusion. Participants learn about how the brain functions during times of uncertainty, the conditions that tend to bring out biases, and discuss the implications for your community, business, school, place of worship, etc.

B. **Session Two: Tuesday, November 12th, 6-9 p.m.: Dimensions of Diversity:**

Understanding the changing demographics in Minnesota and in the Forest Lake Area, exploring our own uniqueness and what shapes and influences our personal worldview; sharing how our own dimensions of diversity influences how we show up. We will also explore micro-aggressions and the impact on our lens of bias.

C. **Session Three: Tuesday, November 19, 6-9 p.m.: Cultural Lens**

A deeper dive into culture – what is culture, what creates culture, and what is the impact of culture. Using research from Geert Hofstede and Erin Myers, we will look at Power Distance Index, individualism vs collectivism, communicating, evaluating and feedback, trusting, and scheduling. We will spend time in small groups processing scenarios and identifying ways to engage differently.

Equity Innovation Lab Experiences - 50+ participants

Tuesday, April 7, 6:00-8:30 p.m.

Tuesday, April 21, 6:00-8:30 p.m.

Tuesday, May 5, 6:00-8:30 p.m.

Tuesday, May 19, 6:00-8:30 p.m.

Tuesday, May 26, 6:00-8:30 p.m. (if needed)

5 sessions

This is a unique learning component developed in partnership with the Science Museum of Minnesota and housed in our Downtown Dayton YMCA at Gaviidae. It is a multi-station experience that serves as a catalyst to engage the mind on equity, diversity, inclusion and global realities. A variety of learning styles will be utilized to provide opportunities for a personal transformation where participants will be able to see life from another's point of view around the topics of culture, history, and race. The facilitated debrief and reflection time is a critical component of this learning process.

- Visioning - Vision for inclusion we want for the district for the next 5-10 years - Might be the district's strategic plan.
- Systems Design Process - for how we carry out the vision
 - Empathy
 - Define areas to work on (objectives)
 - Develop action plan (ideation)

4. Formation of a core steering committee to create a model of how solutions will work.