



~Mission Statement~

The mission of the Verndale Public School District is to provide a safe environment where students are prepared for an ever-changing world through educational excellence.

SCHOOL BOARD AGENDA

SPECIAL MEETING

Thursday, August 23, 2018

5:00 PM

MEDIA CENTER

Agenda

- I. Call to Order
- II. Recite Pledge of Allegiance
- III. Determine a Quorum (Roll Call)
- IV. Approve Agenda
- V. Recognize Visitors/Public Forum
- VI. Report Items
 - a. Community Concern for Youth (CCY) - Dan Huebsch

- VII. Old Business
 - a. Approve Property/Casualty Insurance and Workers' Compensation Insurance Bid for 2018-2021

- VIII. New Business
 - a. Adopt Resolution Calling for General Election
 - b. Consider/Approve the Following Personnel Items:
 - i. Employee Contracts/Notices of Assignment
 1. Additional Junior High Volleyball Coach
 - ii. Lane Change Request(s)
 1. Meagan Ferris
 - c. Approve 2017-2019 Agreement with IUOE Local 70 Bus Drivers
 - d. Approve Updated 2018-2019 Activity Assignments
 - e. Approve First Reading of the Following Policies
 - i. Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds
 - f. Approve the Following Contracts/Memberships/Agreements:
 - i. Southwest MN State University Concurrent Enrollment Program Agreement



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Thursday, August 23, 2018

5:00 PM

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Notes to Agenda

- I. Call to Order
- II. Recite Pledge of Allegiance
- III. Determine a Quorum (Roll Call)
- IV. Approve Agenda
- V. Recognize Visitors/Public Forum
- VI. Report Items
 - a. Community Concern for Youth (CCY) - Dan Huebsch - Dan will be here to present a short presentation on the CCY program that serves as a layer of support for students who are experiencing issues with the legal system.
- VII. Old Business
 - a. Approve Property/Casualty Insurance and Workers' Compensation Insurance Bid for 2018-2021 - Review and recommendation enclosed. **Recommend Approval**
- VIII. New Business
 - a. Adopt Resolution Calling for General Election - The resolution is enclosed. We have three incumbents running for the three open seats. They are Bill Blaha, Scott Veronen, and Tony Stanley. **Recommend Approval**
 - b. Consider/Approve the Following Personnel Items:
 - i. Employee Contracts/Notices of Assignment
 1. Additional Junior High Volleyball Coach - Recommendation enclosed. **Recommend Approval**
 - ii. Lane Change Request(s)
 1. Meagan Ferris - Request enclosed. **Recommend Approval**
 - c. Approve 2017-2019 Agreement with IUOE Local 70 Bus Drivers - The settlement summary is enclosed. The bus drivers are the final group to settle during this round of

negotiations. We will start this process again next spring. **Recommend Approval**

- d. Approve Updated 2018-2019 Activity Assignments - The revised list is enclosed for your review. **Recommend Approval**
- e. Approve First Reading of the Following Policies
 - i. Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds - This policy has no recommended changes since we reviewed it in 2016. I wanted to bring attention to it as we proceed to have a law enforcement officer in our building this school year. **Recommend Approval**
- f. Approve the Following Contracts/Memberships/Agreements:
 - i. Southwest MN State University Concurrent Enrollment Program Agreement - The agreement is enclosed for your review. **Recommend Approval**



NORTH RISK PARTNERS®



August 10, 2018

Verndale ISD #818
Verndale MN 56481

Mr. Brownlow

I have reviewed the three proposals you have provided as a result of your RFP. All three proposals provide the items addressed in the RFP, however the WRIGHT specialty proposal provided by Welzenegger-Engel Insurance did not address the workers compensation portion of the RFP.

Based on my review of the proposals and knowledge of the carriers used in the proposals. There is very little difference in the "added" coverages not requested in the proposal as they address the needs of your district. My only recommendation would be to purchase a separate Cyber Liability policy with minimum limits of \$1 Million, the separate/specific Cyber policies provide greater and broader protection in the event of a Cyber-attack. In today's climate, it is not "if" but "when" will you be attacked/compromised.

Based on this review I would recommend purchasing the proposal for both your property and liability policies and workmen's compensation through EMC Insurance.

EMC Insurance casualty writes/covers 160 Independent School Districts throughout Minnesota. They have the expertise to provide proper coverages, address claims, and provide loss control to further minimize your risk management costs.

I now have 32 years' experience in the insurance industry, all of which I have spent, working with school districts. I am a CIC (Certified Insurance Counselor) and pursuing a CRM (Certified Risk Manager) designation level.

Please advise if you have any further questions, or need additional assistance and thank you for the opportunity to assist you in this decision making process.

Sincerely,


John David Paulson,
Commercial Risk Advisor; North Risk Partners

Insurance Bid Review (August 2018) **Insurance Advisors Veronen Agency** **Bremer Insurance** **Weizenegger-Engel Insurance**

Insurance Coverages

Commercial Property Coverage	\$13,251.16	13288
Commercial Inland Marine	Included	580
Commercial General Liability	\$3,303.00	6171
Commercial Crime Coverage	\$537.00	250
Business Auto Coverage	\$5,843.00	12740
School Leader's Legal Liability Coverage	\$2,888.00	6228
Excess Liability Coverage	\$1,223.00	1685
Equipment Breakdown (Boiler) Coverage	Included	1311
Workers' Compensation	\$21,805.00	24677
Volunteer Worker's Compensation		300
Cyber Security	\$673.00	1725
Total	\$49,523.16	\$54,781.45
		\$68,955.00

Quote Proposal
For
Verndale School District #818
Verndale, MN. 56481

Per conditions and specifications dated: 6/20, 2018

	PREMIUM
1. Commercial Property Coverage	<u>13251.16</u>
2. Commercial Inland Marine Coverage	_____
3. Commercial General Liability	<u>3303.00</u>
4. Commercial Crime Coverage	<u>537.00</u>
5. Business Auto Coverage	<u>5843.00</u>
6. School Leader's Legal Liability Coverage / <i>Line Item</i>	<u>2888.00</u>
7. Excess Liability Coverage	<u>1223.00</u>
8. Equipment Breakdown (Boiler) Coverage	_____
9. Worker's Compensation	<u>21805.00</u>
10. Volunteer Worker's Compensation	_____
11. Cyber Solutions	<u>673.00</u>

SIGNATURE: *Scott Van* Total \$49,523.16
TITLE: Owner / Agent
AGENCY: Insurance Advisors Veronen Agency, PNC
DATE: 7/16/18

**Quote Proposal
For
Verndale School District #818
Verndale, MN. 56481**

Per conditions and specifications dated: 7/25, 2018

	PREMIUM
1. Commercial Property Coverage	<u>13,363.45</u>
2. Commercial Inland Marine Coverage	<u>511.00</u>
3. Commercial General Liability <i>w/ Cyber</i>	<u>5,392.00</u>
4. Commercial Crime Coverage	<u>Included</u>
5. Business Auto Coverage	<u>8,418.00</u>
6. School Leader's Legal Liability Coverage	<u>4,336.00</u>
7. Excess Liability Coverage	<u>1,918.00</u>
8. Equipment Breakdown (Boiler) Coverage	<u>Included</u>
9. Worker's Compensation	<u>20,843.00</u>
10. Volunteer Worker's Compensation	<u> </u> Per discussion

SIGNATURE:



TITLE:

Insurance Advisor (Agent)

AGENCY:

Bremer Insurance

DATE:

7/25/18

Quote Proposal
For
Verndale School District #818
Verndale, MN. 56481

Per conditions and specifications dated: 7/27, 2018

	PREMIUM
1. Commercial Property Coverage	<u>13,288</u>
2. Commercial Inland Marine Coverage	<u>580</u>
3. Commercial General Liability	<u>6,171</u>
4. Commercial Crime Coverage	<u>250</u>
5. Business Auto Coverage	<u>12,740</u>
6. School Leader's Legal Liability Coverage	<u>6,228</u>
7. Excess Liability Coverage	<u>1,685</u>
8. Equipment Breakdown (Boiler) Coverage	<u>1,311</u>
9. Worker's Compensation	<u>24,677</u>
10. Volunteer Worker's Compensation	<u>300</u>

SIGNATURE:



TITLE:

Agency Producer

AGENCY:

Weizenegger Engel Insurance

DATE:

7/27/18

11. Cyber

1,725

12. Total

68,955

* Terrorism - Can be removed

410

RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 818, State of Minnesota as follows:

(a) 1. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. Even Year: The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the sixth day of November, 2018.

3. Even Year: Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be

necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

General Election Ballot

Independent School District No. 818
Verndale School District

November 6, 2018

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this:



**School Board Member
Vote for Up to Three**

- Bill Blaha
- Scott Veronen
- Tony Stanley
- _____
write-in, if any
- _____
write-in, if any
- _____
write-in, if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official,

furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. Even Year: The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.



~Mission Statement~

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To: Mr. Paul Brownlow and the Verndale School Board
From: Greg Johnson, Dean of Students/Activities Director
Date: August 20, 2018
Re: Junior High Volleyball Coach

I recommend the Verndale School District hire Dan Johnson to fill the second junior high volleyball coach position. We have the necessary numbers to warrant a second coach. He will be paid at Step 2 of the extracurricular salary schedule as this is his second year as a volleyball coach..

Dan's experience as both a varsity coach in Softball, JV coach in Volleyball and a junior high coach in multiple sports make him an excellent candidate for this position.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Johnson', is written over a thin horizontal line.

Greg Johnson
Dean of Students/Activities Director



August 8, 2018

Meagan Ferris
1212 7th St. SW
Wadena, MN 56482

To Whom it May Concern:

I am requesting a lane change on the salary schedule. My present lane position is BS +20, and I am looking to move to MA +10 after completing my Masters in Curriculum and Instruction, with an emphasis in Literacy. I have attached my official transcripts.

Thank you,

Meagan Ferris

Summary of Settlement Verndale ISD and Local 70 Bus Drivers 2017-2019
August 20, 2018

1. **Term: 2 years**
2. **Wages:** See attached for Schedule A and B

Article XVII Salary and Benefits, Section 2. Extra Duty Payments, #8. Workshop Participation: Participation in bus driver workshops required by the School District will be reimbursed at the rate of ~~\$12.00~~ **\$13.00** per hour of attendance.

3. **Article XIII, School District Employment Requirements, Employment, II. B.** Upon initial employment and annually thereafter, each employee shall submit to the Superintendent **or designee** such license, certificate, etc., his/her work may require.
4. **Article XIV Retirement Programs, Section 2: 403B Matching Contribution Plan Subd. 2** School District Matching Contribution: Driver must drive both a.m. and p.m. routes on a full-time basis. ~~Bus driver must have a minimum accumulation of twenty (20) days of personally earned sick leave in their sick leave accounts on June 30 of the prior year.~~
5. **Article XVII Salary and Benefits, Section 3. Assignment of Extra-Curricular Routes.**

~~Effective April 15, 1996 all~~ Regular route and special trip bus driving will be assigned in the following manner:

1. The assignments for extra-curricular routes (~~effective April 15, 1996~~) drivers will be assigned in the following manner.
 - 4) It shall be up to the discretion of the Superintendent **or designee** to assign...
2. In the event that seniority is equal among drivers, it shall be up to the discretion of the Superintendent **or designee**...
6. **Bus Maintenance/Washing:** Bus maintenance and washing must be approved by the supervisor and will be compensated at the driver's hourly extra-curricular rate of pay.
7. The stewards will work with Wade to develop a process to assign extracurricular and late bus trips.
8. **Retroactivity:** to July 1, 2017

VERNDALE PUBLIC SCHOOLS
TRANSPORTATION NEGOTIATIONS SUMMARY
FISCAL YEARS 2018 & 2019

	Base Year	3.24% Increase on Schedule		Compressed Schedule		Total Package	%
		Year 1	\$ Increase	Year 2	\$ Increase		
Regular Route Salary	\$ 131,629.50	\$ 135,894.31	\$ 4,264.81	\$ 142,000.60	\$ 6,106.29	\$ 10,371.10	
Longevity	\$ 378.00	\$ 441.00	\$ 63.00	\$ 513.00	\$ 72.00	\$ 135.00	
Special Ed	\$ 23,445.89	\$ 24,205.54	\$ 759.65	\$ 24,604.93	\$ 399.39	\$ 1,159.04	
Lake Bus Salaries	\$ 4,614.92	\$ 4,764.44	\$ 149.52	\$ 4,911.66	\$ 147.22	\$ 296.74	
Extra Curriculoar	\$ 19,096.20	\$ 19,096.20	\$ -	\$ 19,096.20	\$ -	\$ -	
Summer Bus	\$ 1,113.95	\$ 1,150.04	\$ 36.09	\$ 1,185.58	\$ 35.54	\$ 71.63	
FICA	\$ 13,791.31	\$ 14,194.68	\$ 403.37	\$ 14,711.87	\$ 517.19	\$ 920.56	
PERA	\$ 13,520.92	\$ 13,916.37	\$ 395.45	\$ 14,423.42	\$ 507.05	\$ 902.50	
TSA	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,200.00	\$ 200.00	\$ 200.00	
Total	\$ 208,590.69	\$ 214,662.58	\$ 6,071.89	\$ 222,647.26	\$ 7,984.68	\$ 14,056.57	6.6306%
			2.91091%				3.719642%



VERNDALE PUBLIC SCHOOLS

Independent School District No. 818, Wadena County

VERNDALE, MINNESOTA 56481-3000

Verndale High School

2018-2019 Activity Assignments

August 23, 2018

Fall

Football

Head "A" Football Coach	Mike Mahlen
"B" Football Coach	Jeff Moore
"C" Football Coach	Greg Johnson **
Junior High Football Coach	Lance Edin
Junior High Football Coach	Zach Johnson **

Volleyball

Head "A" Volleyball Coach	Shelley Glenz
"B" Volleyball Coach	Alicia Strayer
Junior High Volleyball Coach	Angie Wallin
Junior High Volleyball Coach	Dan Johnson

Swimming*****

Assistant Swim Coach	Jennifer Veronen
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Winter

Wrestling *****

Assistant Wrestling Coach	TBD
Junior High Wrestling Coach	Marshall Willis

Girls Basketball

Head "A" Girls Basketball Coach	Art Schluttner
"B" Girls Basketball Coach	Sam Schmitz



VERNDALE PUBLIC SCHOOLS

Independent School District No. 818, Wadena County

VERNDALE, MINNESOTA 56481-3000

Girls Basketball Cont'd

"C" Girls Basketball Coach Katie Bolland **
Junior High Girls Basketball Coach Dan Johnson

Boys Basketball

Head "A" Boys Basketball Coach Greg Johnson
"B" Boys Basketball Coach Lance Edin
"C" Boys Basketball Coach TBD **
Junior High Boys Basketball Coach Dan Johnson

Spring

Baseball ***

"B" Baseball Coach TBD
Jr. High Baseball Coach Zach Johnson

Softball ***

"A" Softball Coach Dan Johnson
"B" Softball Coach Katie Bolland
Jr. High Softball Coach Alicia Strayer

Track ***

"A" Track (Boys) Coach Jeff Moore
"A" Track (Girls) Coach Kenny Miller (Paid by Bertha-Hewitt School District)
"B" Track Coach Heather Ellis **
Junior High Track Coach Katherine Ervasti

Multiple Season

Cheerleading Advisor Angie Orsburn
Summer Band Stephanie Brownlow
Marching Band Stephanie Brownlow
Color Guard Deb Hutson



VERNDALE PUBLIC SCHOOLS

Independent School District No. 818, Wadena County

VERNDALE, MINNESOTA 56481-3000

Multiple Season Cont'd

Marching Band Assistant/ Color Guard	Nick Bunio
School Play Advisor	Kelly Youngbauer
Speech Advisor	Meagan Ferris
Annual Advisor	Kelly Youngbauer
SADD Advisor	TBD
Knowledge Bowl Advisor	Kelly Youngbauer
Jr. High Knowledge Bowl Advisor	Sam Schmitz
FCCLA Co-Advisor	Angie Orsburn
FCCLA Co-Advisor	Jamie Adams
National Honor Society	Sheri Brewer
Student Council Advisor	Sam Schmitz
Senior Class Advisor	Matt Jones
Prom Advisor	Kelly Youngbauer
Robotics Advisor	Matt Jones

** These positions are additional and will only be utilized if the participant numbers merit an additional coach.

*** This sport/activity is shared with the Bertha-Hewitt School District.

****This sport/activity is shared with the Bertha-Hewitt and Parkers Prairie School Districts.

*****This sport/activity is shared with the Staples-Motley School District.

Adopted: _____

MSBA/MASA Model Policy 532

Revised: June 13, 2016

Orig. 2003

Rev. 2015

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

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

[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of “conditional procedures” with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minn. Stat. §§ 121A.66, 121A.67, Subd. 1, as well as Minn. Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minn. Stat. § 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district’s discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student’s behavior will be taken by staff when a student’s behavior violates the school district’s discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- C. “Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the

crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force

when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of prone restraints. By June 30 of each year, districts must report summary data on the use of restrictive procedures to the MDE, in a form and manner determined by the Commissioner. The summary data must include information about the use of restrictive procedures, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

**Concurrent Enrollment Program Agreement
Between Southwest Minnesota State University
and Participating High School Districts**

The Southwest Minnesota State University (SMSU) Concurrent Enrollment Program called the College Now Program and _____ high school, agree in partnership to the following policies, procedures, requirements and conditions of the program.

Agreement of Academic Standards, Rigor and Course Procedures:

- High school teachers must submit their credentials for pre-approval by SMSU faculty before they may be authorized to teach a course under the guidance and mentorship of a university professor.
- Participating high school teachers must follow the provided syllabus and SMSU textbook/materials for each course.
- SMSU faculty must maintain contact with assigned district teachers, provide all curricular materials for the course, maintain contact with the teacher and classroom, and take all necessary steps to ensure the course meets SMSU academic standards equivalent to its on-campus counterparts.
- SMSU faculty will provide university tests and examinations for courses, standard grading rubrics for papers and subjective grading projects, co-grade with teachers as much as possible, review all grading procedures and calculate final course grades for university transcripts.
- High school teachers are free to grade on high school standard rubrics for the grade posted on high school transcripts.
- SMSU will provide annual professional development opportunities in a variety of academic areas for all participating high school teachers and their school districts as an investment in improving program teaching. This on-going, developmental professional development will focus on innovations in teaching, academic content areas, new research, new technologies, graduate programs, etc.

Agreement of Student Eligibility and Course Registration:

- The school district is responsible for the authorization of student eligibility. Eligibility consists of 3.0 GPA AND top ½ of class rank for seniors; 3.0 GPA AND top 1/3 class rank for juniors. Scores of over 50th% for seniors and 70th% for juniors on a nationally standardized test can take the place of class rank. Eligibility for sophomores requires being in the top 10% of class AND having scored in the 90th% on a nationally standardized test (documentation of eligibility required for sophomores). Registering students not meeting minimum qualifications is strictly prohibited.
- The school district agrees to register eligible students for appropriate courses within the established registration deadlines each fall and/or spring semester. Roster verification is the responsibility of the high school. SMSU will not make roster changes after billing has occurred.
- Participating high schools will make every effort to schedule discrete enrollment university courses. In instances where mixed enrollment is unavoidable, high schools must submit requests for approval of mixed enrollment courses.
- All mixed enrollment classrooms must have more than 50% of students registered with SMSU to be eligible for an approval.
- Courses needing a substitute teacher for longer than 2 weeks may no longer be eligible for course credit. Substitute teachers are required to submit an application for review.

Agreement of Financial Policy and Procedure:

- Minnesota school districts will be billed for the established cost of tuition for the College Now program. An itemized listing of registered students and charges will be sent with the invoice. Payment on billing is due forty-five (45) days after the bill is issued.
- High schools are not responsible for tuition for students who drop within the ten day registration window. High Schools are responsible for tuition for students who withdraw from courses. (Withdrawal begins following the end of the registration period for 80% of the duration of the course).
- Any books which may be purchased become the property of either the school district or the student, whoever has incurred the cost of the books.

School District Administrator

Kimberly J. Guenther

Director of Concurrent Enrollment

Date

8/20/2018

Date