



1000 Fifth Avenue SE, Hutchinson, Minnesota 55350 320.234.6362(w) 320.234.6300(f) www.newdiscoveries.org

Official Board Meeting Agenda

Monday, November 15, 2021 – 5:30 p.m. – on site at NDMA and Electronically via Zoom due to pandemic
(Contact tara.erickson@newdiscoveries.org for full board packet or Zoom link information)

1. Call Meeting to Order – Roll Call
2. Welcome/Introduction of Guests
3. Spotlight Report - Reading and understanding NDMA Financial Statements and Supplemental Information – Dustin Reeves presenter
4. Approval of Agenda
5. Approval of Consent Agenda
 - a. Minutes of October 18, 2021 Meeting
 - b. Minutes of November 1, 2021 Special Meeting
 - c. Submitted Committee Reports
6. Financial Reports
 - a. October 2021 financial statements
 - b. Approve October 2021 supplemental information report
 - c. Approve updated working budget and long range budget model
7. Reports
 - a. Executive & Associate Directors
 - i. Personnel changes – resignations, dismissals, reassignments, and new employments
 - ii. Strategic Plan Update
 - iii. Environmental Education Update
 - iv. Academic Testing and Achievement Update
 - v. Enrollment Update
 - vi. Activities and Happenings related to the school, staff, students, families, community
 - b. Board Activities – Continue Work on Strategic Plan Goals
8. Old Business
 - a.
9. New Business
 - a. Review policies 214P Out-of-State Travel by School Board Members; 410P Family & Medical Leave; 412P Expense Reimbursement Policy; 413P Harassment and Violence; 414P Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415P Mandated Reporting of Maltreatment of Vulnerable Adults; 506P Student Discipline; 514P Bullying Prohibition; 522P Student Sex Nondiscrimination; 524P and 524F Internet Acceptable Use and Safety Policy; and 616P School District System Accountability.
 - b. Consider proposal to increase starting wage for Teaching Partners and Support Staff, and to allow for necessary adjustments for current Teaching Partners and Support Staff.
 - c. Consider staying with the PEIP option for medical insurance renewal for calendar year 2022.
10. Upcoming Meetings/Events/Announcements
 - a. Next board meeting, December 20, 2021 – 5:30 p.m.
 - b. Finance Committee Meeting, December 13, 2021 – 12:00 p.m.
 - c. Policy/Governance Committee Meeting, December 13, 2021 – 1:00 p.m.
11. Adjournment

Providing a quality, comprehensive public education within a Montessori Context



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Official Board of Directors

Draft of Meeting Minutes

Monday, October 18, 2021

The Official Board Meeting of New Discoveries Montessori Academy of Hutchinson, MN was held at New Discoveries Montessori Academy, Hutchinson, MN.

1. Call Meeting to Order – The meeting was called to order at 5:33 p.m.
Voting members present: Shari Colvin, Spencer Kangas, Chris LaPlante, Patti Hoerner, Patrick Selchert, Amanda Sundblad, Meytal Stancek. Absent:
Non-voting members: Dave Conrad. Absent: Dustin Reeves.
Recorder: Tara Erickson
2. Guests: Kirsten Kinzler, Peggy Enerson, Tamara Polzin.
3. Spotlight Report –Peggy Enerson and Dave Conrad shared a recent going out experience of the Children’s House OAK classroom. They went to the Hutterite Village near Fernando, MN. The children were able to join the host’s students, K-grade 3, in picking pumpkins and collecting leaves for a project done later in their greenhouse. NDMA students joined their students and families for a meal as well. The hosts would like to make this an annual outing.
4. Agenda – MS (Hoerner/Kangas) to approve the agenda; roll call vote taken; motion carries unanimously.
5. MS (Stancek/Hoerner) approval of the consent agenda, no corrections, roll call vote taken; motion carries unanimously.
 - a. Minutes of September 20, 2021 Meeting
 - b. Submitted Committee Reports
6. Financial Reports
 - a. Received the September 2021 financial statements, there was discussion about actual vs. listed enrollment numbers in the report. Finance committee will look at actual enrollment data in November and possibly seek approval of an updated working budget.
 - b. MS (Sunblad/Stancek) to approve September 2021 supplemental information report, previous hot spots for families from last year have been collected, there is funding available if the need arises again, roll call vote taken; motion carries unanimously.
7. Reports
 - a. Executive & Associate Directors – please see attached reports for details.
 - i. Personnel changes – new employments – two Academic Interventionists, Juli Monahan and Patti Lenz. Cory Vance, paraprofessional.
 - ii. Strategic Plan Update
 - iii. Environmental Education Update – Our 7th and 8th graders returned from their environmental trip to Wolf Ridge and had a wonderful experience.

- iv. Academic Testing and Achievement Update – NWEA MAP Fall Assessments have been completed for all students in grade K-8. 40% of students testing are at grade level mean RIT.
 - v. Enrollment Update – our enrollment stands at 238 preK-grade 8. We still have waiting lists in preschool and E1.
 - vi. Activities and Happenings related to the school, staff, students, families, community – parent/teacher conferences are this week, there is a Scholastic Book Fair available during this time. November 4th is our first Family Discoveries Night in a couple of years and there will be a potato bar and bake sale.
 - b. Board Activities – Continue Work on Strategic Plan Goals – looking at updated format and process for FY22 Strategic Plan. Board members will share their thoughts on the changes and board goals at November meeting.
- 8. Old Business
 - a.
- 9. New Business
 - a. MS (Hoerner/LaPlante) to revise Attendance Policy 503P to replace “Religious holiday” with “Religious observance” under Excused absences, roll call vote taken; motion carries unanimously.
 - b. MS(Stancek/Hoerner) to revise Wellness Policy 533P to add under GUIDELINES AND GOALS, A. Foods and Beverages, “New Discoveries Academy will provide meals to students in a respectful manner.” and “New Discoveries Montessori Academy will provide a school lunch regardless of an outstanding balance in a student’s meal account.” Roll call vote taken; motion carries unanimously.
 - c. MS (Selchert/LaPlante) to revise Reporting Grants to Board Policy 790P: Add to policy an exclusion of the need for approval prior to submission of federal and/or state grants that are ongoing and/or offered to all schools. Roll call vote taken; motion carries unanimously.
 - d. MS (Hoerner/LaPlante) to consider accepting proposal, with the cap of \$8,000.00, to hire a consultant from TrimTab to assist with a comprehensive succession plan, there was discussion about the proposal received, information on what the needs of the Board might be and how this process might proceed. Roll call vote taken; motion carries unanimously.
- 10. Upcoming Meetings/Events/Announcements
 - a. Next board meeting, November 15, 2021 – 5:30 p.m.
 - b. Finance Committee Meeting, November 8, 2021 – 12:00 p.m.
 - c. Policy/Governance Committee Meeting, November 8, 2021 – 1:00 p.m.
- 11. Adjournment 6:49 p.m.

Respectfully submitted,

Tara Erickson



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Draft Official Board of Directors

Special Meeting Minutes

Monday, November 1, 2021 – NDMA and Electronically via Zoom due to pandemic
(Contact tara.erickson@newdiscoveries.org for Zoom link information or see website
[https://newdiscoveries.org/agendas-minutes/.](https://newdiscoveries.org/agendas-minutes/))

The Official Board Meeting of New Discoveries Montessori Academy of Hutchinson, MN was held at New Discoveries Montessori Academy, Hutchinson, MN.

1. Call Meeting to Order – The meeting was called to order at 3:22 p.m.
Voting members present and via Zoom Video Conferencing: Christine LaPlante, Patti Hoerner, Shari Colvin, Spencer Kangas, Meyal Stancek Absent: Amanda Sunblad, Patrick Selchert
Non-voting members present: Absent: Dave Conrad, Dustin Reeves.
Recorder: Tara Erickson
Guests: Kirsten Kinzler, Tamara Polzin
2. Approval of Agenda – MS (LaPlante/Hoerner) Roll call vote all aye: motion carries unanimously.
3. MS (Hoerner/Kangas) to approve the FY21 Annual Report and World's Best Workforce Plan – Kinzler stated test data from North Star was not accessible. She will look to Osprey Wilds for help in completing that data portion of the report. She also mentioned the same concerns come up in satisfaction surveys every year, and there is always a need for ongoing and improved communication. Board members commended Kinzler for a commendable job in putting all the information together. Roll call vote all aye; motion carries unanimously.
4. MS(Hoerner/LaPlante) to approve the professional services agreement with Trim Tab – Polzin and Colvin reported on first virtual meeting with Dan Jett of Trim Tab and recommended approval of the agreement. Board members indicated they would like Jett to visit the school prior to see first hand the culture and demographics of the school. Roll call vote all aye; motion carries unanimously.
5. Adjournment 3:41 p.m.

Respectfully submitted,

Shari Colvin



1000 Fifth Avenue SE, Hutchinson, Minnesota 55350
www.newdiscoveries.org

320-234-6362, phone
320-234-6300, fax

NDMA Finance Committee Meeting
Minutes
Monday, November 8, 2021, 12 noon

Members:

Shari Colvin, Spencer Kangas, Kirsten Kinzler, Dustin Reeves,
Dave Conrad

1. Review financial statements and supplemental information

- Financial Statements
 - Technology expenditures look high. Please note that some of the technology expenditures will be re-coded to the additional e-rate grant that was recently awarded to NDMA.
 - The budget as it appears in the Financial Statements reflects enrollment of 219 students. Actuals are trending closer to 217 students.
 - As per request, Dustin added 096, Foundation/Endowment Funds under "Local Revenues (p.6).
- Supplemental Information
 - Committee members entertained questions regarding Jane Schuette & Associates (p.4), Google Management Licenses (p.7), and TRJR equipment lease-to-own (p.8). The expenditures for Jane Schuette include professional development, administrative coaching, *LuminaSparks* profiles for new Staff, ADW profiles for all Teachers since July 1st. The Google Management licenses are to cover a one-time fee for each of the new *ChromeBooks* and *Laptops* we have purchased through e-rate grant. The TRJR line item represents the monthly payment for equipment, which will be paid off in 2023.



2. 2021-2022 Budget, including Enrollment Update

- The committee recommends that the full Board of New Discoveries Montessori Academy support adjusting the budget to reflect an enrollment of 215 students, as opposed to the 219 students listed in the budget.

3. Proposal to increase starting wage for Teaching Partners and Support Staff, and to allow for necessary adjustments for current Teaching Partners and Support Staff

- Dave presented the following information for the Committee's consideration:
 - Increase starting wage for support staff positions (e.g., Teaching Partner) to \$15.00/hour, effective December 1, 2021.
 - Increase wage of current support staff members whose wage is below \$15.00/hour to \$15.00/hour effective December 1, 2021.
 - Increase wage of current support staff members who have been on staff at NDMA five or more years, whose wage is below \$16.00/hour, to \$16.00/hour effective December 1, 2021.

4. Insurance Update

- The Committee recommends that the full Board of Directors for New Discoveries Montessori Academy select the PEIP option for medical insurance renewal, at an overall cost increase of 12%. The current budget will support this increase.

5. Other

- Approved Dustin sharing training on Reading Financial Statements & Supplemental Reports at the regular meeting of NDMA's Board of Directors on November 15th, during the *Spotlight Report*.
- Approved scheduling formal financial audit presentation for the regular meeting of NDMA's Board of Directors on December 20th, during the *Spotlight Report*.

Policy/Governance Committee Meeting Notes – 11/8/21

The Policy/Governance Committee Meeting of the NDMA board at 1:00 p.m. Monday, November 8, 2021 in NDMA administrative offices

Present: Shari Colvin, Dave Conrad, Kirsten Kinzler

Agenda:

I. FY22 Strategic Plan Goals

Committee members reviewed the FY22 Strategic Plan draft presented to the board at the October meeting and recommends the following changes:

Following discussion of possible SMART goals for FY22 Strategic Plan, Kinzler will draft potential goals to the document for presentation to the Board. The Instructional Leadership Team will be asked to draft goals for Exemplary Montessori Principles and to review and comment on the goals in the document.

II. Policy Review

Committee members will review and recommend changes to the following policies: 214P Out-of-State Travel by School Board Members; 410P Family & Medical Leave; 412P Expense Reimbursement Policy; 413P Harassment and Violence; 414P Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415P Mandated Reporting of Maltreatment of Vulnerable Adults; 506P Student Discipline; 514P Bullying Prohibition; 522P Student Sex Nondiscrimination; 524P and 524F Internet Acceptable Use and Safety Policy; and 616P School District System Accountability.

The only change recommended was to update the list of positions serving on the Instructional Leadership Team (ILT) in policy 616P.

III. Administrative Succession Plan

The contract with Trim Tab has been signed by Colvin and an invoice for the 1st half Phase I expenses has been submitted.

The ad hoc committee continues to work with Trim Tab consultant on Phase I of the proposal.

IV. Next Meeting – December 13, 2021

Respectfully submitted,
Shari Colvin

Succession Planning Ad Hoc Committee Meeting Notes – 10/29/21

The Succession Planning Ad Hoc Committee Meeting of the NDMA board met at 1:30 p.m. Friday, October 29, 2021 in NDMA administrative offices and via ZOOM

Present: Shari Colvin, Tamara Polzin, Dave Conrad, Dan Jett

I. The Consultant's Deliverables – Phase I

1. Ensure that all parties are clear as to the nature of the work to be undertaken with respect to making a determination of the leadership structure for the school going forward.

Members of current NDMA administration will not take part in ad hoc committee/board deliberations. They may take part in some discussions and be contacted for information and clarification. Discussions by participants will refer to position titles and not names.

2. Identify the data required to inform the above deliberations. For example, the current NDMA School Leaders' job descriptions, the total compensation currently allocated to School Leadership, any unique leadership needs of the school, e.g., high special education population, among other data.

Ad hoc committee will send consultant position descriptions and salaries of administrative positions including those of the executive and associate directors, administrative assistant, accounts payable clerk, front desk/attendance/lunch accounts clerk. The committee will also send the FY21 NDMA Annual report to provide consultant with information on school demographics.

3. Identify a variety of potential School Leadership models along with the anticipated pros and cons of each model resulting in a rank order of options from which the board can make its selection of the leadership model it desires for the school going forward.

The board may choose the current administrative model, a co-directors model, an executive director with other administrative positions and duties to be defined, or a model not yet identified. A comprehensive list of administrative duties and compensation available for administrative positions will be considered in identifying and selecting an administrative model for the school.

4. Identify the process and timeline that will be used in the Director Succession Plan for new School Leadership.

Consultant would like to meet with ad hoc committee members two or three more times prior to the holiday break.

5. Create document(s) such as board approved School Leadership structure, School Leader job descriptions, lists of required desired qualifications and characteristics for new School Leader, tentative compensation structure for School Leadership position(s).

Consultant advised board to carefully consider requirements vs. desired qualifications of a school leader. The board may or may not want to include a salary range when posting for a new school leader.

II. Next Meeting

Next meeting of the committee has not yet been set.

Respectfully submitted,
Shari Colvin



**New Discoveries Montessori Academy
Hutchinson, Minnesota
District 4161**

Financial Statements

October 31, 2021

New Discoveries Montessori Academy
Hutchinson, Minnesota

October 2021 Financial Statements

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Supplemental Information – See Separate Document	

Management has elected to omit substantially all disclosures, government-wide financial statements, and required supplementary information. No CPA provides any assurance on these financial statements.

New Discoveries Montessori Academy
Hutchinson, Minnesota
Financial Statements Overview
As of October 31, 2021

Financial Summary

Resources to Operate Programs (Revenues)

Approved Budget	\$	5,439,572
Working Budget		5,733,974
Year to Date		1,816,947
		31.69%

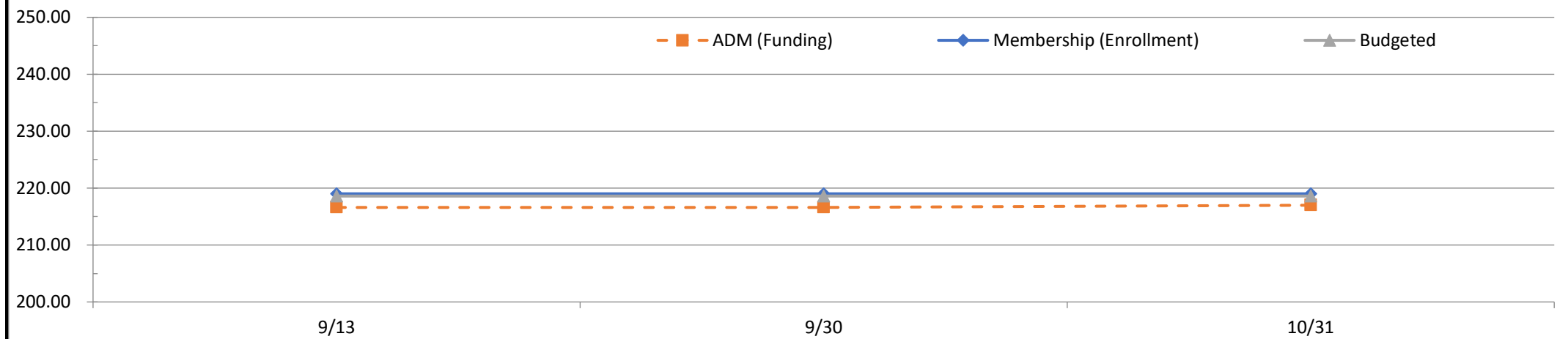
Funds Used to Provide Programs and Services (Expenses)

Approved Budget	\$	5,380,390
Working Budget		5,673,789
Year to Date		1,479,194
		26.07%

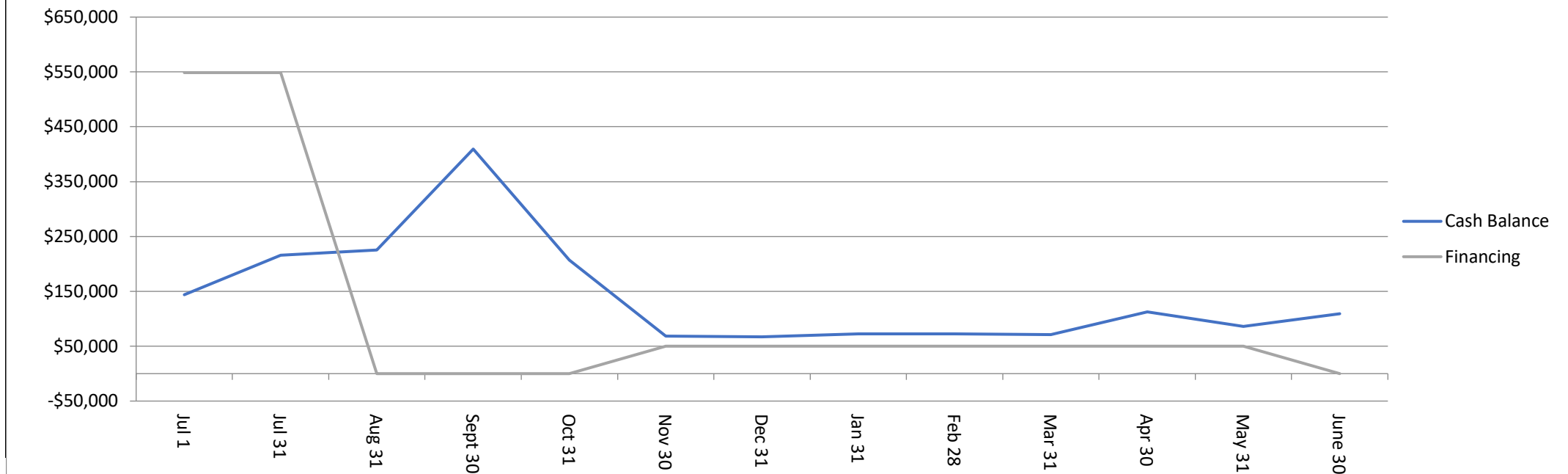
Excess / Deficit

\$	59,182
	60,185
	337,752

Student Enrollment Summary



Cash Balance Projection



Comments and Analysis

Enrollment Summary - Voluntary Pre-K, Early Childhood Disabled, and Grades K - 8

Original Budget Estimate	219	Weighted Average Daily Membership	224
Working Budget Estimate	219	Weighted Average Daily Membership	227
Enrollment as of the First Day of School	216		
Enrollment as of End of the Month	216	Weighted Average Daily Membership	223

Finances "At A Glance"

Shows the budgeted and preliminary audited revenues and expenditures for FY21, and the Adopted and Working Budgets for FY22. Actual year to date amounts are shown, along with a percentage of the current Working Budget. Working Budget for this year will provide for a surplus of \$50,960 and an ending fund balance of \$434,375 (7.6% of Expenditures).

Balance Sheet

The beginning balances on the Balance Sheet are based on preliminary audited information as of June 30, 2021. Based on preliminary audited data, the school had a fund balance of \$383,415 at the end of last year.

Assets

The cash balance as of the end of the month was \$207,202 at Citizens Bank. This is down from last month due to the repayment of the line of credit balances and timing of payroll.

Due from Other Funds represents \$180,118 of costs paid by the school on behalf of the Building Company that will be reimbursed to the school (legal fees, IRS registration fee, property taxes, and construction fees for remodeling projects).

An estimate of State Aids receivable for the prior year (the holdback) was \$101,814 at the end of the month. This will be repaid to NDMA through the School year.

An estimate of State Aids receivable for the current year (the holdback) was \$137,699 at the end of the month.

Federal aids receivable for the current year were \$106,488 based on expenditures incurred.

Liabilities

Salaries and benefits payable as of the end of the month were \$42,039 (this is for the portion of FY22 contracts that will be paid out in September 2022). There was a \$0 outstanding balance on the line of credit as of the end of the month. Total Accounts Payable at the end of the month were \$0. Payroll deductions and benefits payable at the end of the month were \$8 due to the timing of payments made for benefits.

Fund Balance

2021-2022 School Year

The Working Budget for the current year has been updated from the original budget to reflect a projected enrollment of 215 students eligible for state aid in grades PK - 8th. The Working Budget has been updated from original, with an understanding by Administration that these numbers may change based on total student enrollment through the year. Expenditure lines have been adjusted accordingly. This budget predicts an operating surplus of \$60,185 and will provide for an ending Fund Balance of \$444,733 or 7.8% of expenditures.

Statement of Revenues and Expenditures

The projected enrollment for this year in the Working Budget has been updated from an estimated enrollment of 219 students, for funding in grades PK through 8th.

Revenues

Year to date, 31.68% of budgeted revenues have been received (including the state aid holdback estimate).

Expenditures

Year to date, 26.06% of budgeted expenditures have been incurred (including the salary/benefits payable estimate).

Cash Flow Projection

The Cash Flow Projection for this year indicates that the school will need to use a line of credit to meet cash flow needs during the current school year.

Supplemental Information

A separate Supplemental Information packet is provided that shows the monthly bank reconciliation, checks that were written during the month and receipts that were posted this month. These reports are intended to inform the administration and board members of activity that has happened in the school’s financial records.

The projections shown on this report are prepared using both the school leadership’s estimates and consultant estimates. This report is prepared for internal use only. This report has not been compiled, reviewed, or audited and should not be relied on for other uses.

The actual Year to Date Activity figures are reported on a cash basis (with the exception of the state aid holdback amount, known accounts and Food Service Fund aids receivable, and Accounts Payables). This results in a year-to-date loss in net income in some cases. However, the numbers in the Working Budget column are indicators of where the school's finances will be at the end of the fiscal year once all accruals are made.

New Discoveries Montessori Academy
Hutchinson, Minnesota
Finances "At A Glance"
As of October 31, 2021

	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	Year to Date Actual Totals	33.33% Percent of Working Budget
Enrollment Kindergarten - Grade 8					
Estimated Pupil Units	219	219	215	217	100.93%
	225	227	219	226	103.41%
General Fund - 01					
Beginning fund balance	313,774	320,919	320,919	320,919	
Revenues	5,592,769	5,231,083	5,527,705	1,782,112	32.24%
Expenditures	(5,585,624)	(5,170,088)	(5,464,574)	(1,439,165)	26.34%
Transfers to other funds	-	(1,813)	(2,946)	-	
Change	7,145	59,182	60,185	342,947	
Ending fund balance	<u>\$ 320,919</u>	<u>\$ 380,101</u>	<u>\$ 381,104</u>	<u>\$ 663,866</u>	
Food Services Fund - 02					
Beginning fund balance	\$ 7,584	\$ 62,211	\$ 62,211	\$ 62,211	
Revenues	218,882	183,176	182,769	33,025	15.70%
Expenditures	(164,255)	(184,989)	(185,715)	(40,029)	16.63%
Transfer from general fund	-	1,813	2,946	-	
Change	54,627	-	-	(7,004)	
Ending fund balance	<u>\$ 62,211</u>	<u>\$ 62,211</u>	<u>\$ 62,211</u>	<u>\$ 55,206</u>	
Community Services Fund - 04					
Beginning fund balance	\$ 286	\$ 286	\$ 286	\$ 286	
Revenues	15,625	23,500	23,500	1,810	7.70%
Expenditures	(15,625)	(23,500)	(23,500)	-	0.00%
Transfer from general fund	-	-	-	-	
Change	-	-	-	1,810	
Ending fund balance	<u>\$ 286</u>	<u>\$ 286</u>	<u>\$ 286</u>	<u>\$ 2,096</u>	
Total All Funds					
Beginning fund balance	321,644	383,415	383,415	383,415	
Revenues	5,827,276	5,437,759	5,733,974	1,816,947	31.69%
Expenditures	(5,765,504)	(5,378,577)	(5,673,789)	(1,479,194)	26.07%
Transfer between funds	-	-	-	-	
Change	61,772	59,182	60,185	337,752	
Ending fund balance	<u>\$ 383,415</u>	<u>\$ 442,597</u>	<u>\$ 443,600</u>	<u>\$ 721,168</u>	
Ending Fund Balance as a Percentage of Expenditures	<u>6.7%</u>	<u>8.2%</u>	<u>7.8%</u>		

New Discoveries Montessori Academy
Hutchinson, Minnesota
Balance Sheet
As of October 31, 2021

	Preliminary Audited Balance 07-01-21	Month Ending Balance
Assets		
Current assets		
101 Checking - Citizens Bank and Trust Co.	\$ 143,736	\$ 207,202
115 Accounts receivable	4,351	-
118 Due from building company	165,295	180,118
121 State aids receivable	837,131	101,814
Current year state holdback	-	137,699
122 Federal aids receivable through MDE	191,194	106,488
131 Prepaid expenses and deposits	68,753	13
215 Prepaid employee insurance premiums	-	23,462
Total all assets	1,410,461	\$ 756,795
Liabilities and Fund Balance		
Current liabilities		
201 Salaries and wages payable	369,277	42,039
202 Citizens Bank and Trust line of credit advances	548,751	-
206 Accounts payable	77,964	-
215 Payroll deductions and contributions payable	30,388	(17)
230 Deferred revenue	705	25
Total liabilities	1,027,086	35,668
Fund balance		
Unreserved fund balance	287,961	287,961
Nonspendable fund balance (inventories, prepaids)	66,916	66,916
Committed fund balance (facility/equipment fund)	25,836	25,836
Reserved fund balance (medical assistance pmts)	2,662	2,662
Net income to date	-	337,752
Total fund balance	383,375	721,127
Total liabilities and fund balance	\$ 1,410,461	\$ 756,795
Days Cash on Hand	9	51
Current Ratio	1.37	21.22
Requirement - Days Cash on Hand	60	60
Requirement - Current Ratio	1.10	1.10

**New Discoveries Montessori Academy
Hutchinson, Minnesota
Summary Revenue and Expenditure Statement
As of October 31, 2021**

		<i>Months to Date</i>		<i>4</i>	<i>33.33%</i>
	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	2021-2022 Year to Date Actual	Year to Date Percent of Revised Budget
Projected Enrollment (Average Daily Membership)	219	219	215	217	100.93%
Weighted average daily membership	225	224	219	226	103.41%
General Fund - 01					
Revenues					
State revenues					
211 General education aid	1,895,944	1,847,820	1,845,456	767,377	41.58%
335-300 Q comp aid	55,724	56,176	54,971	-	0.00%
212 Literacy incentive aid	12,033	14,129	14,129	-	0.00%
201 Endowment fund apportionment	9,348	9,348	9,348	4,590	49.10%
348-300 Charter school lease aid	287,792	294,073	287,766	-	0.00%
317 Long-term facilities maintenance revenue	28,950	29,542	28,908	-	0.00%
360 Special education aid	2,773,870	2,559,814	2,739,357	751,787	27.44%
071 Medical assistance billing revenue	5,019	15,885	15,595	4,359	27.95%
Prior year over/under accrual	(32,380)	-	-	-	0.00%
Estimated state holdback	-	-	-	137,699	
Total state revenues	5,036,301	4,826,787	4,995,530	1,665,812	33.35%
Federal revenues					
401 Title I program	59,456	72,053	71,788	14,723	20.51%
414 Title II program	8,778	8,110	7,962	-	0.00%
433 Title IV program	11,884	10,000	10,000	-	0.00%
151 CARES Funds	142,538	210,021	250,021	61,657	24.66%
154 Coronavirus Relief Funding (CRF)	62,340	-	-	-	0.00%
Emergency Connectivity Fund (ECF)	-	-	73,000	-	0.00%
419 Special education aid - 419	53,583	45,927	45,087	8,808	19.54%
420 Special education aid - 420	4,479	-	-	-	0.00%
425 Special education aid - 425	10,246	7,294	7,266	1,301	17.91%
859 School expansion grant	143,906	-	-	-	0.00%
514 Reap grant	19,794	20,000	20,000	20,000	0.00%
Total federal revenues	517,002	373,405	485,124	106,488	21.95%
Local revenues					
060 Fees collected	4,046	4,300	4,221	4,295	101.75%
050 Field trip fees collected	1,604	8,677	8,677	3,895	44.89%
092 Interest earned	241	511	502	102	20.40%
093 Rental of facilities	-	110	500	500	100.00%
096 Gifts and donations	5,790	10,000	7,500	-	0.00%
096 Foundation/Endowment Funds	-	-	-	940	
099 Erate reimbursements	7,420	4,800	4,712	-	0.00%
099 Other local revenues	537	1,143	1,122	100	8.91%
621 Sales of materials purchased for resale	1,336	1,350	1,325	(21)	-1.59%
649 Transfers From Other Funds	18,490	-	18,492	-	
Total local revenues	39,466	30,891	47,051	9,812	20.85%
Total revenues	\$5,592,769	\$5,231,083	\$5,527,705	\$1,782,112	32.24%

	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	2021-2022 Year to Date Actual	Year to Date Percent of Revised Budget
Expenditures					
100 Salaries and wages	\$ 947,125	\$ 767,108	\$ 732,108	\$ 221,222	30.22%
200 Employee benefits	266,521	293,366	282,582	63,318	22.41%
Projected salaries and wages payable	-			42,750	
Total salaries, wages and benefits	1,213,646	1,060,474	1,014,690	327,289	32.26%
305 Contracted services	104,213	93,636	101,636	33,252	32.72%
306 Contracted grounds/snowplowing services	6,444	8,063	8,063	-	0.00%
308 Advertising fees	4,756	4,828	4,828	2,998	62.10%
320 Communication services	23,044	23,460	23,460	6,085	25.94%
329 Postage	1,192	1,381	1,356	929	68.51%
330 Utilities expense	50,691	42,154	41,382	12,515	30.24%
331 Refuse removal fees	5,804	5,135	5,041	2,072	41.10%
340 Property and liability insurance	20,000	22,050	24,385	24,385	100.00%
350 Repairs and maintenance services	7,448	10,610	10,415	6,044	58.03%
351 Copier usage fees	17,538	15,300	15,020	-	0.00%
360 Contracted transportation	178,370	200,000	200,000	25,365	12.68%
366 Travel, conferences, and staff training	3,603	6,837	6,712	1,483	22.09%
369 Field trip registrations and other fees	1,960	13,966	13,966	5,072	36.32%
348-370 Building lease	444,000	444,000	444,000	148,000	33.33%
370 Leasehold improvements lease	18,490	-	18,492	1,541	8.33%
370 Other rentals and operating leases	320	357	350	-	0.00%
380 Computer and tech related hardware rentals	4,862	5,127	5,033	1,215	24.15%
376 Licensed nursing services	1,610	4,289	4,210	1,140	27.08%
389 Staff tuition reimbursements	4,706	1,500	1,500	1,013	67.50%
390 Educational payments to mn school district	560	624	2,000	1,927	96.34%
401 Non instructional supplies	23,542	22,440	22,029	15,003	68.11%
405 Non instructional computer software and licenses	1,734	17,340	19,550	19,541	99.95%
406 Instructional software licensing agreements	4,270	-	-	16,928	0.00%
430 Instructional supplies	10,061	13,260	13,017	4,746	36.46%
440 Fuels	190	428	420	-	0.00%
455 Noninstructional technology supplies	350	423	415	-	0.00%
456 Instructional technology supplies	(154)	182	1,600	1,557	97.33%
460 Textbooks and workbooks	-	5,000	5,000	-	0.00%
461 Standardized tests	3,180	3,384	3,322	2,725	82.03%
466 Instructional technology devices	-	-	73,000	73,000	100.00%
470 Media books	685	714	701	267	38.07%
490 Food (not for food service)	2,572	2,550	2,503	1,602	64.01%
510 Site improvements	-	1,561	1,532	-	0.00%
520 Building improvements	3,358	3,425	3,425	-	0.00%
530 Equipment purchased	-	-	700	696	99.43%
556 Instructional technology equipment	-	-	15,522	15,092	97.23%
740 Interest cost on line of credit	22,649	30,000	22,000	4,682	21.28%
820 Dues, memberships, other certain fees	28,698	37,643	37,643	12,938	34.37%
895 Indirect program costs	(1,442)	-	-	-	0.00%
899 Budget contingency	473	-	-	-	0.00%
Total general education expenditures	2,213,422	2,102,141	2,168,918	771,100	35.55%

	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	2021-2022 Year to Date Actual	Year to Date Percent of Revised Budget
School expansion grant F859					
100 Salaries and wages	4,763	-	-	-	0.00%
200 Employee benefits	735	-	-	-	0.00%
366 In-state travel	1,783	-	-	-	0.00%
401 Non instructional supplies	20,528	-	-	-	0.00%
430 Instructional supplies	20,796	-	-	-	0.00%
455 Noninstructional technology supplies	7,747	-	-	-	0.00%
456 Instructional technology supplies	40	-	-	-	0.00%
460 Textbooks and workbooks	4,087	-	-	-	0.00%
470 Media books	6,276	-	-	-	0.00%
530 Equipment purchased	34,138	-	-	-	0.00%
555 Technology equipment and software	27,025	-	-	-	0.00%
556 Instructional technology equipment	15,989	-	-	-	0.00%
Total school expansion grant	143,906	-	-	-	0.00%
REAP grant					
405 Non instructional computer software and licenses	16,173	-	-	-	0.00%
556 Instructional technology equipment	3,621	20,000	20,000	20,000	100.00%
Total reap grant	19,794	20,000	20,000	20,000	100.00%
Title program - title I					
100 Salaries	45,690	55,057	55,057	11,917	21.64%
200 Benefits	13,766	14,510	14,245	2,806	19.70%
401 Supplies - non-instructional	-	955	955	-	0.00%
430 Instructional supplies	-	1,531	1,531	-	0.00%
Total Title I Expenditures	59,456	72,053	71,788	14,723	20.51%
Title program - title II					
303 Contracted Services	-	3,774	3,705	-	0.00%
366 Travel, conferences, and staff training	8,333	3,342	3,280	-	0.00%
401 Supplies - non-instructional	445	995	976	-	0.00%
Total title II expenditures	8,778	8,111	7,961	-	0.00%
Title program - title IV					
100s Salaries and Wages	9,922	-	-	-	0.00%
300s Purchased Services	-	3,000	3,000	-	0.00%
400s Supplies and Materials	1,962	-	-	-	100.00%
500s Equipment	-	7,000	7,000	-	0.00%
Total title IV expenditures	11,884	10,000	10,000	-	0.00%
CARES Funds					
100s Salaries and Wages	64,560	165,000	205,000	17,272	8.43%
200s Benefits	11,709	-	-	1,977	0.00%
303 Purchased Services	11,133	-	9,844	14,041	142.64%
401 Non-Instructional Supplies	5,325	-	-	1,416	0.00%
405 Instructional	-	-	16,927	-	0.00%
456 Instructional Technology Supplies	24,087	-	18,250	26,951	147.68%
556 Technology	9,260	-	-	-	0.00%
899 Current Placeholder for Funding	-	45,021	-	-	0.00%
Total CARES expenditures	126,075	210,021	250,021	61,657	24.66%

	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	2021-2022 Year to Date Actual	Year to Date Percent of Revised Budget
Federal CARES Relief Funding (CRF)					
100 Salaries	810	-	-	-	0.00%
200 Benefits	130	-	-	-	0.00%
401 Non-Instructional Supplies	20,697	-	-	-	0.00%
430 Instructional Supplies	4,538	-	-	-	0.00%
456 Instructional Technology Supplies	833	-	-	-	0.00%
556 Technology Equipment	35,333	-	-	-	0.00%
Total Federal CARES relief funding (CRF)	62,340	-	-	-	0.00%
State special education					
100 Salaries	1,321,072	1,275,012	1,275,012	292,195	22.92%
200 Benefits	301,525	316,348	316,348	70,463	22.27%
360 Contracted transportation	1,184,750	1,009,290	1,200,000	196,245	16.35%
366 Travel, conferences, and staff training	515	664	652	114	17.50%
394 Special education fees for services	60,928	82,996	81,477	1,496	1.84%
396 Reimb. salaries from another school district	601	3,855	3,784	-	0.00%
397 Reimb. Benefits from another school district	204	825	809	-	0.00%
533 Student equipment	-	5,552	5,451	-	0.00%
Total state special education expenditures	2,871,662	2,694,542	2,883,533	561,577	19.48%
Federal special education - finance 419					
100 Salaries	-	-	-	-	0.00%
200 Benefits	26,834	-	-	-	0.00%
303 Federal contracted services < \$25,000	15,000	15,300	15,300	3,750	24.51%
366 Travel, conferences and staff training	852	2,550	2,550	369	14.47%
389 Tuition reimbursement	6,490	-	1,871	1,871	100.01%
401 Supplies - non instructional	508	3,060	1,189	-	0.00%
405 Non instructional computer software and licenses	1,658	1,557	4,557	1,677	36.81%
433 Individualized instructional materials	2,240	20,909	17,070	1,140	6.68%
456 Instructional technology supplies	-	2,550	2,550	-	0.00%
Total federal special education - finance 419	53,583	45,926	45,087	8,808	19.54%
Federal special education - finance 420					
100 100 salaries	4,479	-	-	-	0.00%
Total federal special education - finance 420	4,479	-	-	-	0.00%
Federal special education - finance 425					
100 100 salaries	8,614	5,772	5,772	1,014	17.56%
200 200 benefits	1,632	1,522	1,494	287	19.24%
Total federal special education - finance 425	10,246	7,294	7,266	1,301	17.91%
Subtotal expenditures	5,585,624	5,170,088	5,464,574	1,439,165	26.34%
Transfer to food service fund	-	1,813	2,946	-	
Total expenditures	\$5,585,624	\$5,171,901	\$5,467,520	\$1,439,165	26.32%
General fund net income	\$ 7,145	\$ 59,182	\$ 60,185	\$ 342,947	

	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	2021-2022 Year to Date Actual	Year to Date Percent of Revised Budget
Food Services Fund - 02					
Revenues					
300 State revenues	\$ 2,254	\$ 17,913	\$ 17,585	\$ 561	3.19%
400 Federal revenues	13,898	109,326	32,325	23,189	71.74%
474 USDA commodities received	8,620	8,866	8,704	-	0.00%
600s Sales of lunches, breakfasts, and milk	11,312	29,640	29,097	1,765	6.07%
608 Catering sales	-	17,431	17,112	-	0.00%
099 Other revenue	2,025	-	-	-	0.00%
709 Summer Food Service - Covid Revenues	180,774	-	75,000	7,509	10.01%
Subtotal revenues	218,882	183,176	179,823	33,025	18.37%
Transfer from general fund	-	1,813	2,946	-	
Total revenues	\$ 218,882	\$ 184,989	\$ 182,769	\$ 33,025	18.07%
Expenditures					
100 Salaries and wages	\$ 13,635	\$ 49,515	\$ 49,515	\$ 2,873	5.80%
200 Employee benefits	2,255	7,753	7,753	475	6.13%
300 Purchased services	842	6,453	6,453	-	0.00%
400 Supplies and materials	22,771	114,024	36,938	1,672	4.53%
491 Federal commodities used	8,482	5,729	5,624	-	0.00%
820 Dues, memberships, other fees	1,264	1,515	1,486	525	35.34%
709 Summer Food Service - Covid Expenses	115,006	-	75,000	34,483	45.98%
Total expenditures	\$ 164,255	\$ 184,989	\$ 182,769	\$ 40,029	21.90%
Food services fund net income	\$ 54,627	\$ -	\$ -	\$ (7,004)	
Community Services Fund - 04					
Revenues					
State revenues	\$ 15,000	\$ 20,000	\$ 20,000	\$ 1,680	8.40%
Childrens house program fees	625	3,500	3,500	130	3.71%
Subtotal revenues	15,625	23,500	23,500	1,810	7.70%
Total revenues	\$ 15,625	\$ 23,500	\$ 23,500	\$ 1,810	7.70%
Expenditures					
100 Salaries and wages	\$ 15,625	\$ 15,136	\$ 15,464	\$ -	0.00%
200 Employee benefits	-	2,703	2,375	-	0.00%
400 Supplies and materials	-	5,661	5,661	-	0.00%
Total expenditures	\$ 15,625	\$ 23,500	\$ 23,500	\$ -	0.00%
Community services fund net income	\$ -	\$ -	\$ -	\$ 1,810	

	2020-2021 Preliminary Actual	2021-2022 Original Budget	2021-2022 Working Budget	2021-2022 Year to Date Actual	Year to Date Percent of Revised Budget
Total All Funds					
Revenues					
State revenues	\$5,234,328	\$4,864,700	\$5,033,115	\$1,675,563	33.29%
Federal revenues	539,520	491,597	601,153	129,677	21.57%
Local revenues	53,427	81,462	96,760	11,707	12.10%
Fund transfers	-	1,813	2,946	-	0.00%
Total revenues	\$5,827,276	\$5,439,572	\$5,733,974	\$1,816,947	31.69%
Expenditures					
Salaries and wages	\$2,436,295	\$2,167,600	\$2,337,928	\$ 589,243	25.20%
Employee benefits	625,106	636,202	624,797	139,326	22.30%
Purchased services	2,191,042	2,035,366	2,264,574	492,921	21.77%
Supplies and materials	217,689	222,692	253,785	169,288	66.71%
Facilities and equipment	128,724	37,538	53,630	35,788	66.73%
Short term financing costs	22,649	30,000	22,000	4,682	21.28%
Dues and memberships, fees, other expenses	144,000	39,158	114,129	47,947	42.01%
Fund transfers	-	1,813	2,946	-	0.00%
Total expenditures	\$5,765,504	\$5,170,369	\$5,673,789	\$1,479,194	26.07%
Total revenues all funds	\$5,827,276	\$5,439,572	\$5,733,974	\$1,816,947	31.69%
Total expenditures all funds	\$5,765,504	\$5,380,390	\$5,673,789	\$1,479,194	26.07%
Net income - all funds	\$ 61,772	\$ 59,182	\$ 60,185	\$ 337,752	

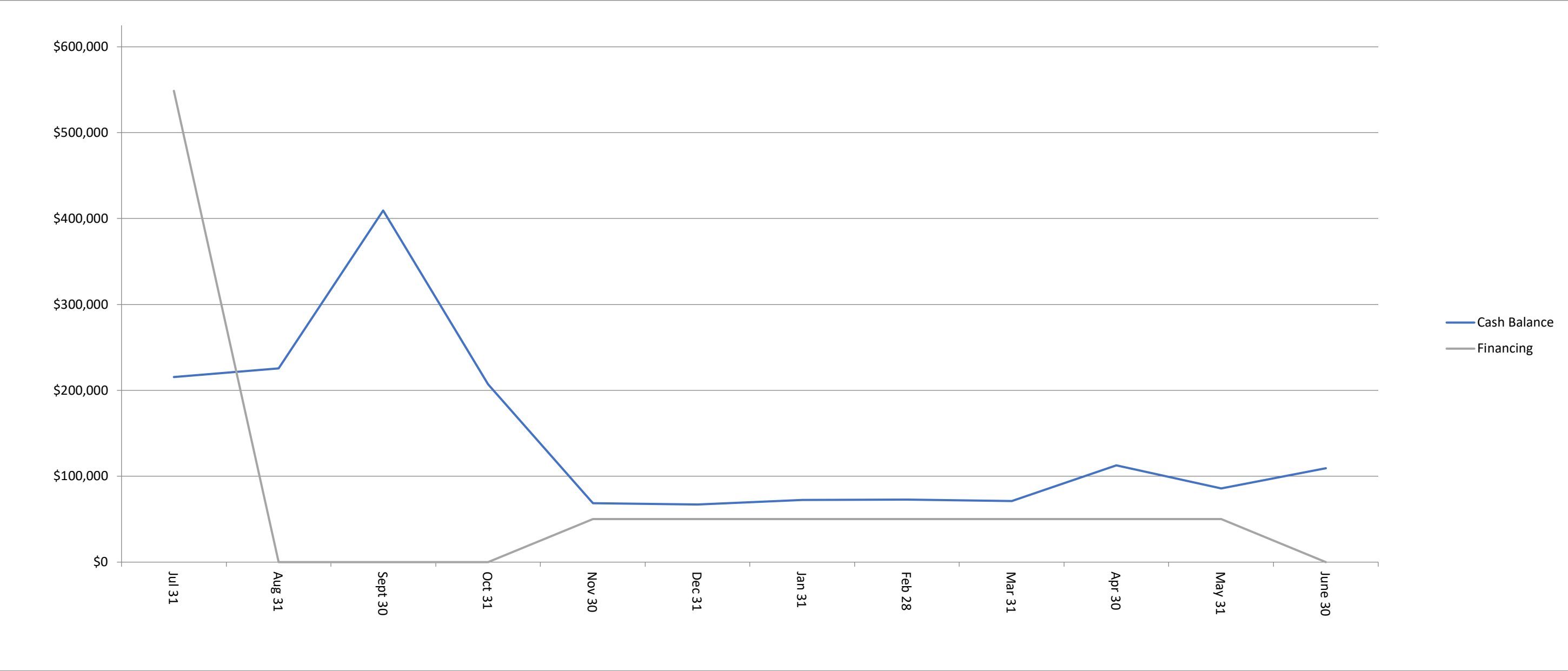
The estimated amount of the state aid holdback that has been earned as of the end of this month is shown for informational

New Discoveries Montessori Academy
Cash Flow Projection Summary
2021 - 2022 School Year

Period Ending	Cash Inflows (Revenues)					Cash Outflows (Expenditures)				Cash Flow Financing	Balance	Cumulative Cash Flow Financing
	State Aid Payments	Federal Aid Payments	Other Receipts	Prior Year State & Federal Holdback	Total Receipts	Payroll	Building Lease Payments	Other Expenditures	Total Expenses			
Jul 1										\$ 548,751	\$ 143,736	\$ 548,751
Jul 31	360,136	-	4,755	87,313	452,203	210,090	37,000	133,166	\$ 380,256	-	215,683	548,751
Aug 31	380,632	1,687	425	570,310	953,053	56,481	37,000	300,984	394,465	(548,751)	225,521	0
Sept 30	409,018		8,069	197,790	614,877	220,531	37,000	173,449	430,980	-	409,418	0
Oct 31	382,032	23,189	8,073	71,098	484,392	180,437	37,000	469,171	686,607	-	207,202	0
Nov 30	374,748	-	9,430	-	384,178	286,898	37,000	248,787	572,685	50,000	68,695	50,000
Dec 31	374,748	72,618	9,430	-	456,796	286,898	37,000	134,501	458,399	-	67,092	50,000
Jan 31	374,748	72,618	9,430	7,043	463,840	286,898	37,000	134,501	458,399	-	72,533	50,000
Feb 28	374,748	72,618	9,430	1,662	458,458	286,898	37,000	134,501	458,399	-	72,592	50,000
Mar 31	374,748	72,618	9,430	-	456,796	286,898	37,000	134,501	458,399	-	70,989	50,000
Apr 30	374,748	72,618	9,430	93,108	549,904	286,898	37,000	184,501	508,399	-	112,494	50,000
May 31	374,748	72,618	9,430	-	456,796	286,898	37,000	159,501	483,399	-	85,891	50,000
June 30	374,748	72,618	9,430		456,796	286,898	37,000	59,501	383,399	(50,000)	109,288	0
Projected Totals	4,529,804	533,204	96,760	1,028,325	6,188,093	2,962,725	444,000	2,267,064	5,673,789			
	4,529,804	533,204	96,760	1,028,325	6,188,092	2,962,725	444,000	2,267,064	5,673,789	0		

Assumptions: 10% State Aid Holdback

Prepared by: *Dustin J. Reeves, BerganKDV*
November 8, 2021

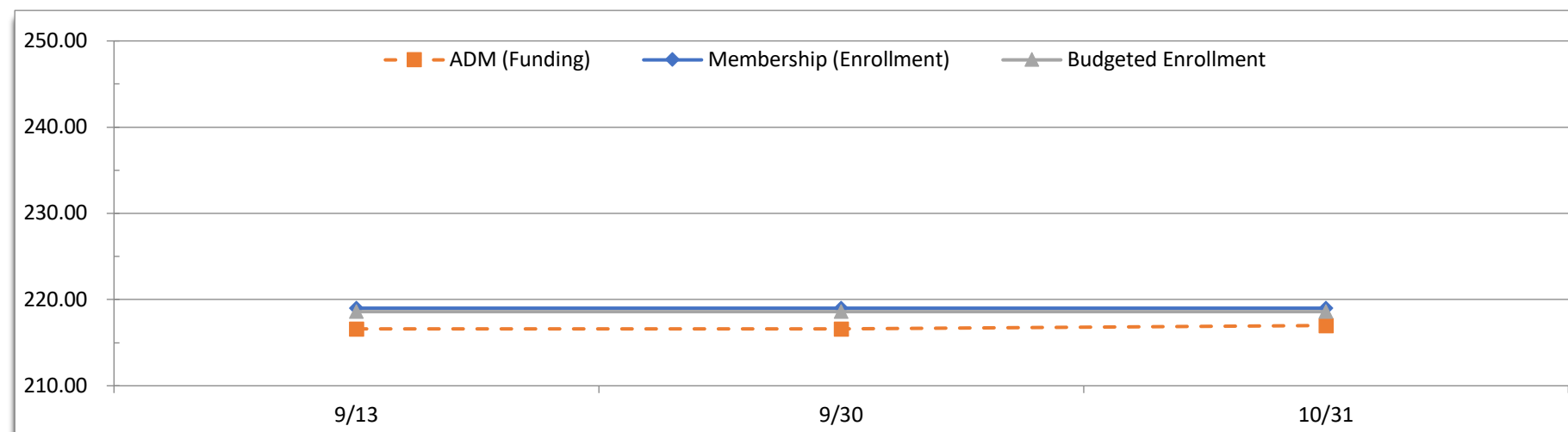


New Discoveries Montessori Academy
Hutchinson, Minnesota
Attendance / Enrollment Report
2021 - 2022 School Year

Average Daily Membership (ADM)												
Grade		9/13	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	EOY
3 yr old half day	KA	5.00	5.00	5.00	-	-	-	-	-	-	-	-
4 yr old half day	KB	1.00	1.00	1.00	-	-	-	-	-	-	-	-
4 yr old full day	KC	17.40	17.40	15.40	-	-	-	-	-	-	-	-
Preschool SpEd	EC	2.00	2.00	4.00	-	-	-	-	-	-	-	-
Voluntary Pre-K	KC	3.60	3.60	3.60	-	-	-	-	-	-	-	-
Kindergarten SpEd	HK	6.00	6.00	11.00	-	-	-	-	-	-	-	-
Kindergarten	KG	23.00	23.00	18.00	-	-	-	-	-	-	-	-
First Grade	1	28.00	28.00	29.00	-	-	-	-	-	-	-	-
Second Grade	2	28.00	28.00	27.00	-	-	-	-	-	-	-	-
Third Grade	3	24.00	24.00	24.00	-	-	-	-	-	-	-	-
Fourth Grade	4	26.00	26.00	25.00	-	-	-	-	-	-	-	-
Fifth Grade	5	24.00	24.00	24.29	-	-	-	-	-	-	-	-
Sixth Grade	6	23.00	23.00	23.00	-	-	-	-	-	-	-	-
Seventh Grade	7	20.00	20.00	20.00	-	-	-	-	-	-	-	-
Eighth Grade	8	9.00	9.00	8.10	-	-	-	-	-	-	-	-
Total Enrollment for Funding		216.60	216.60	216.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Overall Enrollment		240.00	240.00	238.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Membership (Enrollment) as of:												
Grade		9/13	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	EOY
3 yr old half day	KA	5	5	5	-	-	-	-	-	-	-	-
4 yr old half day	KB	1	1	1	-	-	-	-	-	-	-	-
4 yr old full day	KC	15	15	13	-	-	-	-	-	-	-	-
Preschool SpEd	EC	2	2	4	-	-	-	-	-	-	-	-
Voluntary Pre-K	KC	6	6	6	-	-	-	-	-	-	-	-
Kindergarten SpEd	HK	6	6	11	-	-	-	-	-	-	-	-
Kindergarten	KG	23	23	18	-	-	-	-	-	-	-	-
First Grade	1	28	28	29	-	-	-	-	-	-	-	-
Second Grade	2	28	28	27	-	-	-	-	-	-	-	-
Third Grade	3	24	24	24	-	-	-	-	-	-	-	-
Fourth Grade	4	26	26	25	-	-	-	-	-	-	-	-
Fifth Grade	5	24	24	25	-	-	-	-	-	-	-	-
Sixth Grade	6	23	23	23	-	-	-	-	-	-	-	-
Seventh Grade	7	20	20	18	-	-	-	-	-	-	-	-
Eighth Grade	8	9	9	9	-	-	-	-	-	-	-	-
Total Enrollment for Funding		219.00	219.00	219.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Overall Enrollment		240.00	240.00	238.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Budgeted Enrollments as of:												
Grade		9/13	9/30	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	EOY
3 yr old half day	KA	0	0	0	0	0	0	0	0	0	0	0
4 yr old half day	KB	0	0	0	0	0	0	0	0	0	0	0
4 yr old full day	KC	0	0	0	0	0	0	0	0	0	0	0
Preschool SpEd	EC	11	11	11	11	11	11	11	11	11	11	11
Voluntary Pre-K	KC	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6
Kindergarten SpEd	HK	6	6	6	6	6	6	6	6	6	6	6
Kindergarten	KG	21	21	21	21	21	21	21	21	21	21	21
First Grade	1	6	6	6	6	6	6	6	6	6	6	6
Second Grade	2	25	25	25	25	25	25	25	25	25	25	25
Third Grade	3	26	26	26	26	26	26	26	26	26	26	26
Fourth Grade	4	25	25	25	25	25	25	25	25	25	25	25
Fifth Grade	5	23	23	23	23	23	23	23	23	23	23	23
Sixth Grade	6	29	29	29	29	29	29	29	29	29	29	29
Seventh Grade	7	19	19	19	19	19	19	19	19	19	19	19
Eighth Grade	8	24	24	24	24	24	24	24	24	24	24	24
Total Enrollment for Funding		219	219	219	219	219	219	219	219	219	219	219
Total Overall Enrollment		219	219	219	219	219	219	219	219	219	219	219





**New Discoveries Montessori Academy
Hutchinson, Minnesota
District 4161**


Supplemental Information

October 31, 2021

CHECK				ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	NUMBER
10/12/2021	2008	Garcia, Valentin	FFVP food (watermelon bought at Farmers Market)	50.00	02 E 010 770 000 706 490
Totals for 2008				50.00	
10/01/2021	202100247	Further	Payroll accrual	1,217.51	01 L 215 16
10/01/2021	202100247	Further	Payroll accrual	1,520.83	01 L 215 16
Totals for 202100247				2,738.34	
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	515.00	01 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	30.00	02 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	5,497.59	01 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	118.49	02 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	6,458.57	01 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	201.07	02 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	1,510.49	01 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	47.02	02 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	6,458.57	01 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	201.07	02 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	1,510.49	01 L 215 01
10/01/2021	202100248	Internal Revenue Service	Payroll accrual	47.02	02 L 215 01
Totals for 202100248				22,595.38	
10/01/2021	202100249	MN Department Of Revenue	Payroll accrual	180.00	01 L 215 02
10/01/2021	202100249	MN Department Of Revenue	Payroll accrual	20.00	02 L 215 02
10/01/2021	202100249	MN Department Of Revenue	Payroll accrual	3,302.83	01 L 215 02
10/01/2021	202100249	MN Department Of Revenue	Payroll accrual	59.33	02 L 215 02
Totals for 202100249				3,562.16	
10/01/2021	202100250	Public Employee Retirement Associat	Payroll accrual	2,554.87	01 L 215 05
10/01/2021	202100250	Public Employee Retirement Associat	Payroll accrual	210.81	02 L 215 05
10/01/2021	202100250	Public Employee Retirement Associat	Payroll accrual	2,947.96	01 L 215 05
10/01/2021	202100250	Public Employee Retirement Associat	Payroll accrual	243.23	02 L 215 05
Totals for 202100250				5,956.87	
10/01/2021	202100251	Teachers Retirement Association	Payroll accrual	0.00	01 L 215 04
10/01/2021	202100251	Teachers Retirement Association	Payroll accrual	4,894.49	01 L 215 04
10/01/2021	202100251	Teachers Retirement Association	Payroll accrual	5,442.68	01 L 215 04
Totals for 202100251				10,337.17	
10/01/2021	202100313	NDMA PTO	Reimbursement - wrote out of PTO checkbook in error for FFVP food (MN Youth Garden \$40.00, Farmers Market \$50.00)	90.00	02 E 010 770 000 706 490
Totals for 202100313				90.00	
10/01/2021	202100314	Labraaten Bus Company LLC	SPED transportation - Aug 2021	35,825.00	01 E 010 760 000 723 360
Totals for 202100314				35,825.00	

CHECK			ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT NUMBER
10/01/2021	202100315	Sysco Western MN	SSO food	1,119.74 02 E 010 770 000 709 490
			Totals for 202100315	1,119.74
10/01/2021	202100316	Sysco Western MN	SSO food	152.76 02 E 010 770 000 709 490
			Totals for 202100316	152.76
10/01/2021	202100317	Sysco Western MN	SSO food \$1,256.68, SSO supplies \$168.55, FFVP supplies \$23.13	168.55 02 E 010 770 000 709 401
10/01/2021	202100317	Sysco Western MN	SSO food \$1,256.68, SSO supplies \$168.55, FFVP supplies \$23.13	23.13 02 E 010 770 000 706 401
10/01/2021	202100317	Sysco Western MN	SSO food \$1,256.68, SSO supplies \$168.55, FFVP supplies \$23.13	1,256.68 02 E 010 770 000 709 490
			Totals for 202100317	1,448.36
10/01/2021	202100318	Sysco Western MN	SSO food	25.50 02 E 010 770 000 709 490
			Totals for 202100318	25.50
10/01/2021	202100319	Loffler Companies - Dallas	Copier lease	405.13 01 E 010 630 000 000 380
			Totals for 202100319	405.13
10/01/2021	202100320	Hillyard / Hutchinson	Maintenance supplies (liners)	41.34 01 E 010 810 000 000 401
			Totals for 202100320	41.34
10/01/2021	202100321	Hillyard / Hutchinson	Maintenance supplies (filter shaker)	19.10 01 E 010 810 000 000 401
			Totals for 202100321	19.10
10/01/2021	202100322	Johnson Controls Fire Protection LP	Service on horn strobe	511.35 01 E 005 810 000 000 350
			Totals for 202100322	511.35
10/05/2021	202100323	WD Tech Online LLC	200 Chromebooks	73,000.00 01 E 010 630 000 000 466
			Totals for 202100323	73,000.00
10/01/2021	202100324	Accordia/Athena/Aviva	Life insurance - Conrad	64.53 01 E 005 020 000 000 230
			Totals for 202100324	64.53
10/07/2021	202100325	Synchrony Bank	Installment for lawn mower	174.00 01 E 010 810 000 000 530
			Totals for 202100325	174.00
10/06/2021	202100326	Mass Mutual	Employee 403b deductions	257.87 01 L 215 06
			Totals for 202100326	257.87
10/15/2021	202100327	Wittenberg, Carrie	DAPE consultation 08/18/21 - 09/14/21, 7 hrs @ \$80.00/hr	560.00 01 E 010 404 000 740 394
			Totals for 202100327	560.00
10/15/2021	202100328	Marcus, Ethan	Reimbursement - classroom healthy snacks \$19.94, classroom supplies \$160.28, recess equipment \$19.46	19.46 01 E 010 203 000 000 430
10/15/2021	202100328	Marcus, Ethan	Reimbursement - classroom healthy snacks \$19.94, classroom supplies \$160.28, recess equipment \$19.46	160.28 01 E 010 203 000 000 430
10/15/2021	202100328	Marcus, Ethan	Reimbursement - classroom healthy snacks	19.94 01 E 010 203 000 000 490

CHECK			ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT NUMBER
			\$19.94, classroom supplies \$160.28, recess equipment \$19.46	
			Totals for 202100328	199.68
10/15/2021	202100329	Hutchinson Co-Op	Gas for mower	31.00 01 E 010 810 000 000 401
			Totals for 202100329	31.00
10/15/2021	202100330	City Of Hutchinson (water)	Water - Sept 2021	546.85 01 E 010 810 000 000 330
			Totals for 202100330	546.85
10/15/2021	202100331	Pulver, Tamera	SpEd services FY22 (1st qtr)	3,750.00 01 E 010 420 000 419 303
			Totals for 202100331	3,750.00
10/15/2021	202100332	Hutchinson Leader, Inc.	Employment ads - Sept 2021	1,211.49 01 E 005 107 000 000 308
			Totals for 202100332	1,211.49
10/15/2021	202100333	Nuvera	Oct 2021 - Internet \$281.90, Managed Cloud Services \$1,191.43, Office 365 \$530.98, Telephone & voicemail \$205.30, One Time Credits for service (\$1,264.04)	-1,264.04 01 E 005 110 000 000 305
10/15/2021	202100333	Nuvera	Oct 2021 - Internet \$281.90, Managed Cloud Services \$1,191.43, Office 365 \$530.98, Telephone & voicemail \$205.30, One Time Credits for service (\$1,264.04)	1,191.43 01 E 010 630 000 000 315
10/15/2021	202100333	Nuvera	Oct 2021 - Internet \$281.90, Managed Cloud Services \$1,191.43, Office 365 \$530.98, Telephone & voicemail \$205.30, One Time Credits for service (\$1,264.04)	205.30 01 E 005 810 108 000 320
10/15/2021	202100333	Nuvera	Oct 2021 - Internet \$281.90, Managed Cloud Services \$1,191.43, Office 365 \$530.98, Telephone & voicemail \$205.30, One Time Credits for service (\$1,264.04)	530.98 01 E 005 108 000 000 405
10/15/2021	202100333	Nuvera	Oct 2021 - Internet \$281.90, Managed Cloud Services \$1,191.43, Office 365 \$530.98, Telephone & voicemail \$205.30, One Time Credits for service (\$1,264.04)	281.90 01 E 005 108 108 000 320
			Totals for 202100333	945.57
10/15/2021	202100334	Erickson, Tara	Reimbursement - food for bus driver training	84.40 01 E 010 760 000 733 490
			Totals for 202100334	84.40
10/15/2021	202100335	Pan-O-Gold Baking Co.	Bread, buns	70.75 02 E 010 770 000 709 490
			Totals for 202100335	70.75
10/15/2021	202100336	Pan-O-Gold Baking Co.	Bread, buns	69.25 02 E 010 770 000 709 490
			Totals for 202100336	69.25
10/15/2021	202100337	Pan-O-Gold Baking Co.	Bread, buns	39.24 02 E 010 770 000 709 490

CHECK				ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	NUMBER
			Totals for 202100337	39.24	
10/15/2021	202100338	Pan-O-Gold Baking Co.	Bread, buns	27.85	02 E 010 770 000 709 490
			Totals for 202100338	27.85	
10/15/2021	202100339	Pan-O-Gold Baking Co.	Bread, buns	62.49	02 E 010 770 000 709 490
			Totals for 202100339	62.49	
10/15/2021	202100340	Jeffers Foundation	EE curriculum materials	32.21	01 E 010 203 000 000 430
			Totals for 202100340	32.21	
10/15/2021	202100341	Coborn's, Inc.	SSO food	32.98	02 E 010 770 000 709 490
			Totals for 202100341	32.98	
10/15/2021	202100342	Coborn's, Inc.	SSO food	6.96	02 E 010 770 000 709 490
			Totals for 202100342	6.96	
10/15/2021	202100343	Coborn's, Inc.	SSO food	27.53	02 E 010 770 000 709 490
			Totals for 202100343	27.53	
10/15/2021	202100344	MN PEIP	Health Insurance - Nov 2021	17,739.52	01 L 215 07
			Totals for 202100344	17,739.52	
10/15/2021	202100345	West Metro Learning Connections, In	IEP meeting on 09/14/21, .75 hrs @ \$90.00/hr (Nancy Olson)	67.50	01 E 010 411 000 740 394
			Totals for 202100345	67.50	
10/15/2021	202100346	West Metro Learning Connections, In	IEP goals and objectives on 09/16/21, .5 hrs @ \$90.00/hr (Nancy Olson)	45.00	01 E 010 411 000 740 394
			Totals for 202100346	45.00	
10/15/2021	202100347	West Metro Learning Connections, In	IEP goals and objectives on 09/15/21, .5 hrs @ \$90.00/hr (Nancy Olson)	45.00	01 E 010 411 000 740 394
			Totals for 202100347	45.00	
10/15/2021	202100348	Labraaten Bus Company LLC	Regular transportation - Sept 2021	20,315.00	01 E 010 760 000 720 360
			Totals for 202100348	20,315.00	
10/15/2021	202100349	Labraaten Bus Company LLC	SPED transportation - Sept 2021	143,260.00	01 E 010 760 000 723 360
			Totals for 202100349	143,260.00	
10/15/2021	202100350	Further	HSA participant fee - Oct 2021	26.00	01 E 005 115 000 000 305
			Totals for 202100350	26.00	
10/15/2021	202100351	Jane Schuette And Associates Inc	Prof Dev  Admin Coaching, Co-Teacher sessions, Lumina Spark & ADW online questionnaires	5,360.00	01 E 010 640 000 316 305
			Totals for 202100351	5,360.00	
10/15/2021	202100352	Communication Audit Services (CAS)	FY22 ECF consulting fees	3,946.78	01 E 005 117 011 155 305
			Totals for 202100352	3,946.78	
10/15/2021	202100353	Popplers Music, Inc.	Music supplies	31.59	01 E 010 258 000 000 430
			Totals for 202100353	31.59	
10/15/2021	202100354	Popplers Music, Inc.	Music supplies	7.86	01 E 010 258 000 000 430

CHECK				ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	NUMBER
			Totals for 202100354	7.86	
10/15/2021	202100355	Sysco Western MN	SSO food	1,471.73	02 E 010 770 000 709 490
			Totals for 202100355	1,471.73	
10/15/2021	202100356	Sysco Western MN	SSO food \$1,387.38, SSO supplies \$48.78, chicken that was ordered by employee and reimbursed \$39.17 (Cindy D. \$39.17, check #7006)	48.78	02 E 010 770 000 709 401
10/15/2021	202100356	Sysco Western MN	SSO food \$1,387.38, SSO supplies \$48.78, chicken that was ordered by employee and reimbursed \$39.17 (Cindy D. \$39.17, check #7006)	1,387.38	02 E 010 770 000 709 490
10/15/2021	202100356	Sysco Western MN	SSO food \$1,387.38, SSO supplies \$48.78, chicken that was ordered by employee and reimbursed \$39.17 (Cindy D. \$39.17, check #7006)	39.17	01 E 010 203 000 000 899
			Totals for 202100356	1,475.33	
10/15/2021	202100357	Sysco Western MN	SSO food	1,460.57	02 E 010 770 000 709 490
			Totals for 202100357	1,460.57	
10/15/2021	202100358	Sysco Western MN	FFVP supplies \$55.38, SSO supplies \$30.34, SSO food \$937.43	30.34	02 E 010 770 000 709 401
10/15/2021	202100358	Sysco Western MN	FFVP supplies \$55.38, SSO supplies \$30.34, SSO food \$937.43	937.43	02 E 010 770 000 709 490
10/15/2021	202100358	Sysco Western MN	FFVP supplies \$55.38, SSO supplies \$30.34, SSO food \$937.43	55.38	02 E 010 770 000 706 401
			Totals for 202100358	1,023.15	
10/15/2021	202100359	Sysco Western MN	SSO food	29.75	02 E 010 770 000 709 490
			Totals for 202100359	29.75	
10/15/2021	202100360	Sysco Western MN	SSO food \$1,496.49, SSO supplies \$30.37	30.37	02 E 010 770 000 709 401
10/15/2021	202100360	Sysco Western MN	SSO food \$1,496.49, SSO supplies \$30.37	1,496.49	02 E 010 770 000 709 490
			Totals for 202100360	1,526.86	
10/15/2021	202100361	Ace Hardware Hutchinson	Maintenance supplies (glue, batteries, tape, nuts, bolts, nails)	63.52	01 E 010 810 000 000 401
			Totals for 202100361	63.52	
10/15/2021	202100362	Ace Hardware Hutchinson	Maintenance supplies (nuts, bolts, nails)	2.28	01 E 010 810 000 000 401
			Totals for 202100362	2.28	
10/15/2021	202100363	Ace Hardware Hutchinson	Maintenance supplies (batteries and silicone)	28.98	01 E 010 810 000 000 401
			Totals for 202100363	28.98	
10/15/2021	202100364	Ace Hardware Hutchinson	Maintenance supplies (bike brake shoes,	19.97	01 E 010 810 000 000 401

CHECK			DESCRIPTION	ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME		AMOUNT	NUMBER
			grips and pedals)		
			Totals for 202100364	19.97	
10/15/2021	202100365	Ace Hardware Hutchinson	Maintenance supplies (batteries)	19.98	01 E 010 810 000 000 401
			Totals for 202100365	19.98	
10/15/2021	202100366	Loffler Companies Inc - 131511	Contract base charge 09/02/21 - 10/01/21	88.31	01 E 010 605 000 000 401
			\$7.00, overages: b&w \$2.35, color \$85.96		
10/15/2021	202100366	Loffler Companies Inc - 131511	Contract base charge 09/02/21 - 10/01/21	7.00	01 E 010 630 000 000 315
			\$7.00, overages: b&w \$2.35, color \$85.96		
			Totals for 202100366	95.31	
10/15/2021	202100367	Loffler Companies Inc - 131511	Contract overages 09/09/21 - 10/08/21: b&w	1,731.57	01 E 010 605 000 000 401
			\$388.81, color \$1,342.76		
			Totals for 202100367	1,731.57	
10/15/2021	202100368	MN History Center - 55101	E2 field trip	270.00	01 E 010 203 111 000 369
			Totals for 202100368	270.00	
10/15/2021	202100369	Cintas Corporation	Towels, aprons	89.78	01 E 010 810 000 000 305
			Totals for 202100369	89.78	
10/15/2021	202100370	Hillyard / Hutchinson	Maintenance supplies (liners)	89.72	01 E 010 810 000 000 401
			Totals for 202100370	89.72	
10/15/2021	202100371	Northern Business Products, Inc.	Colored copy paper	8.29	01 E 010 203 000 000 401
			Totals for 202100371	8.29	
10/15/2021	202100372	Northern Business Products, Inc.	Office supplies (labels)	72.29	01 E 010 050 000 000 401
			Totals for 202100372	72.29	
10/15/2021	202100373	Northern Business Products, Inc.	Copy paper	185.00	01 E 010 203 000 000 401
			Totals for 202100373	185.00	
10/15/2021	202100374	Northern Business Products, Inc.	Card stock	82.36	01 E 010 203 000 000 401
			Totals for 202100374	82.36	
10/15/2021	202100375	Northern Business Products, Inc.	Office supplies (envelopes)	61.48	01 E 010 050 000 000 401
			Totals for 202100375	61.48	
10/15/2021	202100376	Northern Business Products, Inc.	Copy paper	185.00	01 E 010 203 000 000 401
			Totals for 202100376	185.00	
10/15/2021	202100377	Northern Business Products, Inc.	Binders	7.00	01 E 010 203 000 000 401
			Totals for 202100377	7.00	
10/15/2021	202100378	Northern Business Products, Inc.	Correction tape	9.99	01 E 010 203 000 000 401
			Totals for 202100378	9.99	
10/15/2021	202100379	Northern Business Products, Inc.	Colored copy paper	25.18	01 E 010 203 000 000 401
			Totals for 202100379	25.18	
10/15/2021	202100380	Northern Business Products, Inc.	Colored copy paper	9.54	01 E 010 203 000 000 401
			Totals for 202100380	9.54	
10/15/2021	202100381	Northern Business Products, Inc.	Office supplies (pen refills)	11.34	01 E 010 050 000 000 401

CHECK			ACCOUNT		
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	NUMBER
			Totals for 202100381	11.34	
10/15/2021	202100382	Tierney Brothers, Inc.	Yearly SMART Learning Suite software maintenance	448.20	01 E 010 630 000 000 315
			Totals for 202100382	448.20	
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	371.38	01 L 215 18
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	58.50	01 L 215 13
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	225.73	01 L 215 21
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	424.84	01 L 215 10
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	1,102.58	01 L 215 08
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	413.97	01 L 215 22
10/15/2021	202100383	GIS Benefits	Oct 2021 - Life, Dental, Vision, STD, LTD and Prepaid Legal	50.00	01 E 005 110 000 000 305
			Totals for 202100383	2,647.00	
10/15/2021	202100384	Rehab Seminars	SPED conference registration for Jennie Asher 10/20/21 - 10/22/21	369.00	01 E 010 420 640 419 366
			Totals for 202100384	369.00	
10/15/2021	202100385	WD Tech Online LLC	200 Google Management licenses	8,000.00	01 E 005 108 000 000 405
			Totals for 202100385	8,000.00	
10/15/2021	202100386	WD Tech Online LLC	Tech support	1,400.00	01 E 010 630 000 000 315
			Totals for 202100386	1,400.00	
10/15/2021	202100387	Further	Payroll accrual	1,217.51	01 L 215 16
10/15/2021	202100387	Further	Payroll accrual	1,520.83	01 L 215 16
			Totals for 202100387	2,738.34	
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	515.00	01 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	30.00	02 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	5,857.19	01 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	143.43	02 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	6,980.63	01 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	226.65	02 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	1,632.56	01 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	53.01	02 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	6,980.63	01 L 215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	226.65	02 L 215 01

CHECK				ACCOUNT		
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	NUMBER	
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	1,632.56	01 L	215 01
10/15/2021	202100388	Internal Revenue Service	Payroll accrual	53.01	02 L	215 01
Totals for 202100388				24,331.32		
10/15/2021	202100389	MN Department Of Revenue	Payroll accrual	180.00	01 L	215 02
10/15/2021	202100389	MN Department Of Revenue	Payroll accrual	20.00	02 L	215 02
10/15/2021	202100389	MN Department Of Revenue	Payroll accrual	3,521.08	01 L	215 02
10/15/2021	202100389	MN Department Of Revenue	Payroll accrual	71.55	02 L	215 02
Totals for 202100389				3,792.63		
10/15/2021	202100390	Public Employee Retirement Associat	Payroll accrual	3,027.89	01 L	215 05
10/15/2021	202100390	Public Employee Retirement Associat	Payroll accrual	237.63	02 L	215 05
10/15/2021	202100390	Public Employee Retirement Associat	Payroll accrual	3,493.73	01 L	215 05
10/15/2021	202100390	Public Employee Retirement Associat	Payroll accrual	274.18	02 L	215 05
Totals for 202100390				7,033.43		
10/15/2021	202100391	Teachers Retirement Association	Payroll accrual	0.00	01 L	215 04
10/15/2021	202100391	Teachers Retirement Association	Payroll accrual	5,020.36	01 L	215 04
10/15/2021	202100391	Teachers Retirement Association	Payroll accrual	5,582.65	01 L	215 04
Totals for 202100391				10,603.01		
10/15/2021	202100392	Hutchinson Utilities Commission	Utilities - Sept 2021	3,506.18	01 E 010 810 000 000 330	
Totals for 202100392				3,506.18		
10/18/2021	202100393	TRJR Properties LLC	Improvement & equipment lease - Oct 2021	1,540.87	01 A	118 00
Totals for 202100393				1,540.87		
10/15/2021	202100394	Bix Produce Co LLC	SSO food \$87.15, FFVP food \$128.65	87.15	02 E 010 770 000 709 490	
10/15/2021	202100394	Bix Produce Co LLC	SSO food \$87.15, FFVP food \$128.65	128.65	02 E 010 770 000 706 490	
Totals for 202100394				215.80		
10/21/2021	202100395	Bix Produce Co LLC	SSO food \$20.35, FFVP food \$226.50	20.35	02 E 010 770 000 709 490	
10/21/2021	202100395	Bix Produce Co LLC	SSO food \$20.35, FFVP food \$226.50	226.50	02 E 010 770 000 706 490	
Totals for 202100395				246.85		
10/26/2021	202100396	Bill.com	Service charge 09/24/21 - 10/23/21	116.66	01 E 005 112 000 000 305	
Totals for 202100396				116.66		
10/26/2021	202100397	Waste Management -Of WI-MN	Garbage service - Oct 2021	519.84	01 E 010 810 000 000 331	
Totals for 202100397				519.84		
10/21/2021	202100398	Mass Mutual	Employee 403b dedcutions	257.87	01 L	215 06
Totals for 202100398				257.87		
10/28/2021	202100405	Marsh & McLennan Agency LLC	Cyber liability insurance 07/01/21 - 07/01/22	2,334.89	01 E 010 940 000 000 340	
Totals for 202100405				2,334.89		
10/28/2021	202100406	Wolf Ridge Environmental Learning C	Field trip	5,072.00	01 E 010 203 111 000 369	
Totals for 202100406				5,072.00		
10/28/2021	202100407	Cintas Corporation	Towels, aprons	89.78	01 E 010 810 000 000 305	

CHECK			ACCOUNT		
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	NUMBER
			Totals for 202100407	89.78	
10/28/2021	202100408	Cintas Corporation	Towels, aprons	89.78	01 E 010 810 000 000 305
			Totals for 202100408	89.78	
10/07/2021	202100409	Bix Produce Co LLC	FFVP food \$190.75, SSO food \$18.95, credit	18.95	02 E 010 770 000 709 490
			balance for duplicate payment (\$65.98 FFV food)		
10/07/2021	202100409	Bix Produce Co LLC	FFVP food \$190.75, SSO food \$18.95, credit	124.77	02 E 010 770 000 706 490
			balance for duplicate payment (\$65.98 FFV food)		
			Totals for 202100409	143.72	
10/29/2021	202100410	Further	Payroll accrual	1,217.51	01 L 215 16
10/29/2021	202100410	Further	Payroll accrual	1,520.83	01 L 215 16
			Totals for 202100410	2,738.34	
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	515.00	01 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	30.00	02 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	6,727.87	01 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	163.21	02 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	7,332.19	01 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	233.17	02 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	1,714.81	01 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	54.53	02 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	7,332.19	01 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	233.17	02 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	1,714.81	01 L 215 01
10/29/2021	202100411	Internal Revenue Service	Payroll accrual	54.53	02 L 215 01
			Totals for 202100411	26,105.48	
10/29/2021	202100412	MN Department Of Revenue	Payroll accrual	180.00	01 L 215 02
10/29/2021	202100412	MN Department Of Revenue	Payroll accrual	20.00	02 L 215 02
10/29/2021	202100412	MN Department Of Revenue	Payroll accrual	3,795.30	01 L 215 02
10/29/2021	202100412	MN Department Of Revenue	Payroll accrual	81.43	02 L 215 02
			Totals for 202100412	4,076.73	
10/29/2021	202100413	Public Employee Retirement Associat	Payroll accrual	3,131.77	01 L 215 05
10/29/2021	202100413	Public Employee Retirement Associat	Payroll accrual	244.45	02 L 215 05
10/29/2021	202100413	Public Employee Retirement Associat	Payroll accrual	3,613.58	01 L 215 05
10/29/2021	202100413	Public Employee Retirement Associat	Payroll accrual	282.06	02 L 215 05
			Totals for 202100413	7,271.86	
10/29/2021	202100414	Teachers Retirement Association	Payroll accrual	0.00	01 L 215 04
10/29/2021	202100414	Teachers Retirement Association	Payroll accrual	5,077.07	01 L 215 04
10/29/2021	202100414	Teachers Retirement Association	Payroll accrual	5,645.71	01 L 215 04

CHECK			ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT NUMBER
			Totals for 202100414	10,722.78
10/12/2021	202100415	Visa	Amazon - office equipment (1 file cabinet)	239.99 01 E 010 050 000 000 401
			Totals for 202100415	239.99
10/12/2021	202100416	Visa	Amazon - classroom equipment (1 file cabinet)	239.99 01 E 010 203 000 000 401
			Totals for 202100416	239.99
10/12/2021	202100417	Visa	PrintGlobe - SPED sensory materials (stress balls)	60.00 01 E 010 420 000 419 433
			Totals for 202100417	60.00
10/12/2021	202100418	Visa	Amazon - office equipment (1 file cabinet)	339.99 01 E 010 050 000 000 401
			Totals for 202100418	339.99
10/12/2021	202100419	Visa	Amazon - classroom equipment (1 file cabinet)	339.99 01 E 010 203 000 000 401
			Totals for 202100419	339.99
10/12/2021	202100420	Visa	Amazon - tech equipment (20 adapters for laptops)	498.00 01 E 010 203 000 000 456
			Totals for 202100420	498.00
10/12/2021	202100421	Visa	Emedco - signs for traffic, buses, van - ESSER II	414.56 01 E 010 810 011 155 401
			Totals for 202100421	414.56
10/12/2021	202100422	Visa	Hubert Co - signs for lobby and work areas - ESSER II	346.74 01 E 010 810 011 155 401
			Totals for 202100422	346.74
10/12/2021	202100423	Visa	Walgreens - lice treatment for health office	131.95 01 E 010 720 000 000 401
			Totals for 202100423	131.95
10/12/2021	202100424	Visa	Amazon - non instructional classroom supplies (dry erase board, markers and teaching scale)	95.70 01 E 010 203 000 000 401
			Totals for 202100424	95.70
10/12/2021	202100425	Visa	Amazon - office supplies (staples)	10.26 01 E 010 050 000 000 401
			Totals for 202100425	10.26
10/12/2021	202100426	Visa	McGraw Hill - math curriculum	333.90 01 E 010 203 000 000 430
			Totals for 202100426	333.90
10/12/2021	202100427	Visa	Mn Assoc of Charter Schools - Prof Dev meeting registration for Dave and Kirsten	78.00 01 E 010 640 000 316 366
			Totals for 202100427	78.00
10/12/2021	202100428	Visa	Sam's Club - Prof Dev (food)	67.90 01 E 010 640 000 316 490
			Totals for 202100428	67.90
10/12/2021	202100429	Visa	Sam's Club - Prof Dev supplies (paper)	64.36 01 E 010 640 000 316 401

CHECK			ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT NUMBER
			Totals for 202100429	64.36
10/12/2021	202100430	Visa	Sam's Club - batteries for thermometers, learning devices, etc	32.46 01 E 010 050 000 000 401
			Totals for 202100430	32.46
10/12/2021	202100431	Visa	Niehuis Montessori - classroom materials - ESSER II (grammar symbols & cards, reading/sentence analysis sets and charts, explanation grammar boxes)	7,276.21 01 E 010 203 011 155 430
			Totals for 202100431	7,276.21
10/12/2021	202100432	Visa	TeachersPayTeachers - classroom materials CH (games)	6.91 01 E 010 201 000 000 430
			Totals for 202100432	6.91
10/12/2021	202100433	Visa	Walmart - Room 203 classroom supplies	6.88 01 E 010 203 203 000 430
			Totals for 202100433	6.88
10/12/2021	202100434	Visa	Western Psychological - SPED testing protocols	394.90 01 E 010 420 000 419 433
			Totals for 202100434	394.90
10/12/2021	202100435	Visa	Amazon - office supplies - COVID printing (ink cartridges)	205.78 01 E 010 050 011 155 401
			Totals for 202100435	205.78
10/12/2021	202100436	Visa	Adobe - tech software (Acrobat Pro DC)	194.05 01 E 005 108 000 000 405
			Totals for 202100436	194.05
10/12/2021	202100437	Visa	Schoolmate - student supplies (planners)	281.25 01 E 010 203 000 000 430
			Totals for 202100437	281.25
10/12/2021	202100438	Visa	Amazon - classroom supplies - COVID (books and pens)	60.18 01 E 010 203 011 155 430
			Totals for 202100438	60.18
10/12/2021	202100439	Visa	Niehuis Montessori - CH supplies - COVID (pencils)	52.39 01 E 010 201 011 155 430
			Totals for 202100439	52.39
10/12/2021	202100440	Visa	Amazon - classroom equipment - COVID (chair)	85.99 01 E 010 203 011 155 401
			Totals for 202100440	85.99
10/12/2021	202100441	Visa	Amazon - classroom supplies (pocket charts)	16.99 01 E 010 203 000 000 430
			Totals for 202100441	16.99
10/12/2021	202100442	Visa	TeachersPayTeachers - CH curriculum (word books and growing bundles)	53.20 01 E 010 201 000 000 430
			Totals for 202100442	53.20
10/12/2021	202100443	Visa	TeachersPayTeachers - CH curriculum	8.68 01 E 010 201 000 000 430
			Totals for 202100443	8.68

CHECK			ACCOUNT	
CHECK DATE	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT NUMBER
10/12/2021	202100444	Visa	Walmart - cleaning supplies for maintenance	97.54 01 E 010 810 000 000 401
			Totals for 202100444	97.54
10/12/2021	202100445	Visa	Amazon - SPED instructional materials (books)	23.80 01 E 010 420 000 419 433
			Totals for 202100445	23.80
10/12/2021	202100446	Visa	Aamazon - SPED supplies (fidget bike chain)	3.99 01 E 010 420 000 419 433
			Totals for 202100446	3.99
10/12/2021	202100447	Visa	Riverside Insights - SPED assessments	249.93 01 E 010 420 000 419 433
			Totals for 202100447	249.93
10/12/2021	202100448	Visa	Amazon - classroom instructional materials (books)	182.78 01 E 010 203 000 000 430
			Totals for 202100448	182.78
10/12/2021	202100449	Visa	USPS - postage	290.00 01 E 005 105 000 000 329
			Totals for 202100449	290.00
			Totals for checks	506,170.67

Batch	Acct Nbr	Description	Post Date	Amount
21-00024	01 R 010 203 111 000 050	FY22 Wolf Ridge field trip	10/06/2021	2,447.00
21-00024	01 R 010 000 000 000 050	FY22 School Supplies	10/06/2021	60.00
21-00024	04 L 230 00	FY23 Preschool	10/06/2021	25.00
21-00024	01 R 010 203 111 000 050	FY22 Field trips	10/06/2021	151.75
21-00024	01 R 010 258 000 000 621	FY22 Recorder fee	10/06/2021	25.00
21-00024	01 R 010 000 000 000 096	FY22 3M Volunteer donation - Tara Oberg	10/06/2021	48.52
21-00024	01 R 010 000 000 000 372 071	FY22 3rd party SPED billing	10/06/2021	2,664.72
21-00024	02 R 010 000 000 701 601	FY22 Food Service	10/06/2021	524.50
21-00024	01 E 010 203 000 000 899	FY22 Reimbursement from Cindy Decker, ch	10/06/2021	39.17
		Totals for 21-00024		5,985.66
21-00025	01 R 010 000 000 740 360	FY22 SPED	10/15/2021	190,044.05
		Totals for 21-00025		190,044.05
21-00026	02 R 010 000 000 703 300	FY21 St Spe Milk	10/20/2021	125.60
21-00026	02 R 010 000 000 701 472	FY22 Free/Reduced Lunch	10/20/2021	14,334.10
21-00026	02 R 010 000 000 705 476	FY22 Breakfast	10/20/2021	7,382.57
21-00026	02 R 010 000 000 701 300	FY22 St Sch Lunch	10/20/2021	415.00
		Totals for 21-00026		22,257.27
21-00027	50 R 005 000 000 000 099	DDA Regular Deposit	07/30/2021	300.00
		Totals for 21-00027		300.00
21-00028	50 R 005 000 000 000 099	DDA Regular Deposit	08/30/2021	300.00
		Totals for 21-00028		300.00
21-00029	50 R 005 000 000 000 099	DDA Regular Deposit	09/03/2021	300.00
		Totals for 21-00029		300.00
21-00030	50 R 005 000 000 000 099	DDA Regular Deposit	09/30/2021	300.00
		Totals for 21-00030		300.00
21-00031	50 R 005 000 000 000 093	Aug 2021 Rent	08/02/2021	37,000.00
		Totals for 21-00031		37,000.00
21-00032	50 R 005 000 000 000 093	Sept 2021 Rent	08/31/2021	37,000.00
		Totals for 21-00032		37,000.00
21-00033	50 R 005 000 000 000 093	Oct 2021 Rent	09/30/2021	37,000.00
		Totals for 21-00033		37,000.00
21-00034	01 R 010 000 000 000 092	Interest - Oct 2021	10/31/2021	33.27
		Totals for 21-00034		33.27
21-00035	02 R 005 770 000 706 400	FY22 FFVP	10/14/2021	1,472.37
		Totals for 21-00035		1,472.37
21-00036	04 R 010 581 000 337 300	FY22 Early Learning Pathways II Scholars	10/28/2021	1,680.00
		Totals for 21-00036		1,680.00
21-00037	01 A 121 00	FY21 Gen Ed	10/29/2021	57,060.60
21-00037	01 A 121 00	FY21 SPED	10/29/2021	10,788.78
21-00037	01 A 121 00	FY21 Charter School Lease	10/29/2021	2,956.11

Batch	Acct Nbr	Description	Post Date	Amount
21-00037	01 A 121 00	FY21 Literacy Incentive Chart	10/29/2021	120.33
21-00037	01 A 121 00	FY21 Alternative Compensation	10/29/2021	172.44
21-00037	01 R 010 000 000 740 360	FY22 SPED	10/29/2021	93,701.90
21-00037	01 R 010 000 000 000 211	FY22 Gen Ed	10/29/2021	95,909.89
21-00037	01 R 010 000 000 317 211	FY22 English Learner Cross Subs	10/29/2021	155.67
		Totals for 21-00037		260,865.72
21-00038	01 E 010 203 111 000 369	FY22 Refund from Bill.com - MN History C	10/28/2021	270.00
		Totals for 21-00038		270.00
21-00039	01 E 010 203 000 000 430	FY22 Refund from Bill.com - Schoolmate (10/28/2021	281.25
		Totals for 21-00039		281.25
21-00040	01 R 010 203 111 000 050	FY22 Wolf Ridge field trip	10/28/2021	420.00
21-00040	01 R 010 203 111 000 050	FY22 Audubon field trip	10/28/2021	175.00
21-00040	01 R 010 203 111 000 050	FY22 Field trip fees	10/28/2021	26.00
21-00040	01 R 010 258 000 000 621	FY22 Recorder fee	10/28/2021	5.00
21-00040	01 R 010 000 000 372 071	FY22 3rd party SPED billing	10/28/2021	24.45
21-00040	02 R 010 000 000 701 601	FY22 Food Service	10/28/2021	531.00
		Totals for 21-00040		1,181.45
21-00041	01 L 201 00	ACH return - Samantha Erickson	10/06/2021	59.02
		Totals for 21-00041		59.02
21-00042	02 R 010 000 000 707 606	FY22 Adult lunch payments - Payschools C	10/31/2021	172.00
		Totals for 21-00042		172.00
		Total for Cash Receipts		596,502.06

Batch	Description	Debit	Credit Acct Nbr	Post Date
21-00012	MA Forms	1,063.40	0.00 01 E 010 400 000 372 405	09/30/2021
21-00012	MA Forms	0.00	1,063.40 01 E 010 420 000 419 405	09/30/2021
	0.00 Totals for 21-00012			
21-00013	Summer School	0.00	780.00 01 E 010 407 000 740 140	09/30/2021
21-00013	Summer School	780.00	0.00 01 E 010 203 011 161 140	09/30/2021
21-00013	Addie Giesen	975.00	0.00 01 E 010 412 019 740 185	09/30/2021
21-00013	Addie Giesen	0.00	975.00 01 E 010 203 000 000 140	09/30/2021
21-00013	Summer School	0.00	720.00 01 E 010 412 205 740 185	09/30/2021
21-00013	Summer School	720.00	0.00 01 E 010 203 011 161 140	09/30/2021
21-00013	Summer School	0.00	70.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	70.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	420.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	420.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	420.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	420.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	100.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	100.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	817.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	817.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	470.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	470.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	350.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	350.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	210.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	210.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	315.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	315.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	235.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	235.00	0.00 01 E 010 203 011 161 141	09/30/2021
21-00013	Summer School	0.00	425.00 01 E 010 420 205 740 186	09/30/2021
21-00013	Summer School	425.00	0.00 01 E 010 203 011 161 141	09/30/2021
	0.00 Totals for 21-00013			
21-00015	Wire #202100197 paid to TRJR (for ABC -	0.00	1,540.87 50 L 205 00	09/16/2021
21-00015	Wire #202100197 paid to TRJR (for ABC -	1,540.87	0.00 50 E 005 850 000 000 335	09/16/2021

Batch	Description	Debit	Credit Acct Nbr	Post Date
	0.00 Totals for 21-00015			
21-00016	Wire #202100393 paid to TRJR (for ABC -	0.00	1,540.87 50 L 205 00	10/18/2021
21-00016	Wire #202100393 paid to TRJR (for ABC -	1,540.87	0.00 50 E 005 850 000 000 335	10/18/2021
	0.00 Totals for 21-00016			
21-00017	Wire #202100092 paid to TRJR (for ABC -	0.00	1,540.87 50 E 005 850 000 000 370	08/16/2021
21-00017	Wire #202100092 paid to TRJR (for ABC -	1,540.87	0.00 50 E 005 850 000 000 335	08/16/2021
	0.00 Totals for 21-00017			
	0.00 Total for Journal Entries			

New Discoveries Montessori Academy
Multi-Year Budget Projection Model
November 9, 2021

	Board Approved 06.15.20 <u>2020 - 2021</u> <u>Original</u> <u>Budget</u>	Board Approved 06.21.21 <u>2020 - 2021</u> <u>Revised</u> <u>Budget</u>	Board Approved 06.21.21 <u>2021 - 2022</u> <u>Original</u> <u>Budget</u>	<u>2021 - 2022</u> <u>Working</u> <u>Budget</u>
<u>Enrollment Projections</u>	219	219	219	215
<i>Number of Students in Pre Kindergarten (Non Voluntary Pre-K Program., Non E</i>	<i>11</i>	<i>11</i>	<i>5</i>	<i>5</i>
Number Students Voluntary Pre Kindergarten Program	3.6	3.6	3.6	3.6
Number Students in Pre Kindergarten Disabled Program	0	0	0	0
Number Students Grade K - All Day, Every Day Program	21	21	21	21
Number Students Grade K (Handicapped)	6	6	6	6
Number Students Grade 1	6	6	27	27
Number Students Grade 2	25	25	25	25
Number Students Grade 3	26	26	32	32
Number Students Grade 4	25	25	27	27
Number Students Grade 5	23	23	24	24
Number Students Grade 6	29	29	22	22
Number Students Grade 7	19	19	17	13
Number Students Grade 8	24	24	9	9
<u>Enrollment totals by state pupil unit weighting category</u>				
Number of Students Voluntary Pre Kindergarten Program	3.6	3.6	3.6	3.6
Number of Students in EC Program	11	11	5	5
Number Students in Pre Kindergarten Disabled Program	0	0	0	0
Number of Students Grade K - All Day, Every Day Program	21	21	21	21
Number of Students Grade K - Part Time Program	0	0	0	0
Number Students Grade K (Handicapped)	6	6	6	6
Total Number of Students Grades 1-3	57	57	84	84
Total Number of Students Grades 4-6	77	77	73	73
Total Number of Students Grades 7-12	43	43	26	22
Total Number of Students in Average Daily Membership (ADMs)	219	219	219	215
Total Number of Current Year Pupil Units for State Aid Funding	227.20	227.20	223.80	219.00
Total Enrollment with Non Voluntary Pre-Kindergarten Program	230	230	224	220

New Discoveries Montessori Academy
Multi-Year Budget Projection Model
November 9, 2021

Board Approved 06.15.20 2020 - 2021 Original Budget	Board Approved 06.21.21 2020 - 2021 Revised Budget	Board Approved 06.21.21 2021 - 2022 Original Budget	2021 - 2022 Working Budget
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State Revenue Assumptions and Calculation

General Education Revenue

State Averages Per Pupil Unit	\$6,567	\$6,567	\$6,633	\$6,728
Inflation Rate Assumption - Basic only	2.0%	2.0%	1.0%	2.45%
Basic Excluding Transportation	\$6,260.98	\$6,260.98	\$6,323.90	\$6,414.48
Gifted and Talented	13.00	13.00	13.00	13.00
Sparsity	29.56	29.56	29.56	29.56
Operating Capital	226.51	226.51	226.51	226.51
Equity	119.93	119.93	119.93	119.93
Referendum	203.81	203.81	203.81	203.81
Transportation Sparsity	111.43	111.43	111.43	111.43
Transportation	306.02	306.02	309.10	313.52
Total Per Pupil Unit State Revenue	7,271.24	7,271.24	7,337.24	7,432.24
Total General Education State Revenue	1,652,026	1,652,026	1,642,074	1,627,661

Compensatory Revenue

	0.4869	0.4869	0.4663	0.4663
A: 'Number of Students prior yr. (current year for 1st year)	219	219	208	208
B: Number of Free Lunch Students prior yr. (or current year for 1st yr.)	96	96	83	83
C: Number of Reduced Lunch Students prior yr. (current yr. For 1st yr.)	21	21	28	28
D: Adjusted Counts = 100% Free, 50% Reduced - (A)	106.44	106.44	97.00	97.00
E: Concentration Portion	0.4869	0.4869	0.4663	0.4663
F: Concentration Factor (lessor of 1 or Conc. portion/.8)	0.6087	0.6087	0.5829	0.5829
G: PU = .6 * D * F	38.87	38.87	33.93	33.93
H: Initial Revenue	222,667	222,667	194,332	197,555
I: Short Year Factor	1	1	1	1
<i>Rounding adjustment</i>			(38)	(38)
Calculated Compensatory State Revenue ((A) x (B))	222,667	222,667	194,294	197,517

New Discoveries Montessori Academy
Multi-Year Budget Projection Model
November 9, 2021

	Board Approved 06.15.20 <u>2020 - 2021</u> <u>Original</u> <u>Budget</u>	Board Approved 06.21.21 <u>2020 - 2021</u> <u>Revised</u> <u>Budget</u>	Board Approved 06.21.21 <u>2021 - 2022</u> <u>Original</u> <u>Budget</u>	<u>2021 - 2022</u> <u>Working</u> <u>Budget</u>
<u>Building Lease Aid</u>				
Eligible Annual Lease Cost	442,280	444,000	444,000	444,000
Aid at \$1,314 per pupil unit as per state cap	298,541	298,541	294,073	287,766
Aid at 90% of Lease	398,052	399,600	399,600	399,600
90% of lease payment - per pupil unit	1,752	1,759	1,786	1,825
Lessor of per pupil unit aid or 90% of lease payment	298,541	298,541	294,073	287,766
Estimated Proration of Lease Aid Revenue	100.0%	100.0%	100.0%	100.0%
Total Prorated Building Lease Aid Revenue	298,541	298,541	294,073	287,766
Lease Aid Revenue per pupil unit (before proration)	1,314	1,314	1,314	1,314
<u>Building Lease Aid Analyticals:</u>				
Lease Aid Revenue that would need to be generated to cover expense at 90% of Lease Cost. Maximum per Statute is \$1,314 per pupil unit.	1,752	1,759	1,786	1,825
How many more pupil units would we need to maximize lease aid?	76	77	80	85
<u>Long-Term Facilities Maintenance Revenue</u>				
Revenue per Adjusted Pupil Unit	132.00	132.00	132.00	132.00
Proration Factor				
Total Long-Term Facilities Maintenance Revenue	29,990	29,990	29,542	28,908
<u>Special Education Revenue</u>				
Eligible State Special Education Expenses	2,485,753	2,639,385	2,694,511	2,883,533
95%	95%	95%	95%	95%
Estimated Proration Factor	100%	100%	100%	100%
State Special Education Aid	2,361,466	2,507,415	2,559,814	2,739,357

**New Discoveries Montessori Academy
Multi-Year Budget Projection Model
November 9, 2021**

	Board Approved 06.15.20 <u>2020 - 2021</u> <u>Original</u> <u>Budget</u>	Board Approved 06.21.21 <u>2020 - 2021</u> <u>Revised</u> <u>Budget</u>	Board Approved 06.21.21 <u>2021 - 2022</u> <u>Original</u> <u>Budget</u>	<u>2021 - 2022</u> <u>Working</u> <u>Budget</u>
English Learner State Aid				
Prior Year English Learner Eligible ADM	0.00	0.00	0.00	0.00
Current Year English Learner Eligible ADM	0.00	0.00	0.00	0.00
ADM Served	218.60	218.60	218.60	214.60
Adjusted English Learner ADM	0.00	0.00	0.00	0.00
English Learner Marginal Cost Pupils	0	0	0	0
English Learner Revenue	0	0	0	0
Concentration Portion	0.0000	0.0000	0.0000	0.0000
Contraction Factor	0.0000	0.0000	0.0000	0.0000
English Learner Pupil Units	0.00	0.00	0.00	0.00
English Learner Concentration Revenue	0	0	0	0
Total English Learner Aid	0	0	0	0

Safe Schools Supplemental Aid

Total ADM - Fiscal Year 2018 Adjusted

Multiplier - Eligible Funds

Total Safe Schools Supplemental Aid

Budget Projections

Revenue Summary and Projections

State Aids

General Education Revenue

General Education Revenue	1,652,026	1,652,026	1,642,074	1,627,661
Declining Enrollment Revenue	0	0	6,252	15,078
English Learner Aid	0	0	0	0
Extended Time Revenue	0	0	0	0
Compensatory Revenue	<u>222,667</u>	<u>222,667</u>	<u>194,294</u>	<u>197,517</u>
General Education Revenue Subtotal	1,874,693	1,874,693	1,842,620	1,840,256

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<u>Categorical Revenues</u>				
Q Comp	56,527	56,527	56,176	54,971
Literacy Aid	14,129	14,129	14,129	14,129
Building Lease Aid	298,541	298,541	294,073	287,766
Long-Term Facilities Maintenance Revenue	29,990	29,990	29,542	28,908
Endowment Fund Aid	9,404	9,348	9,348	9,348
Special Education Aid	2,361,466	2,507,415	2,559,814	2,739,357
Medical Assistance 3rd Party Billing Revenue	15,885	15,885	15,885	15,595
Pension Adjustment Revenue	5,200	5,200	5,200	5,200
Safe Schools Supplemental Aid	0	0	0	0
Prior Year Under (Over) Accruals	0	0	0	0
Total State Aids	4,665,836	4,811,729	4,826,786	4,995,529
<u>Other Revenue</u>				
Federal Title Programs - Title I	69,177	70,839	72,053	71,788
Federal Title Programs - Title II	7,951	7,951	8,110	7,962
Federal Title Programs - Title IV	10,000	10,000	10,000	10,000
Federal ESSER and GEER Funding	0	63,182	210,021	250,021
Federal Emergency Connectivity Fund	0	0	0	73,000
Federal Coronavirus Relief Funds (CRF)	0	62,340	0	0
Federal Special Ed - Finance 419 Regular	41,556	55,026	45,927	45,087
Federal Special Ed - Finance 420	0	0	0	0
Federal Special Ed - Finance 425 CEIS	7,035	7,151	7,294	7,266
Federal School Expansion Grant - CSP	0	143,907	0	0
Federal REAP Grant	20,000	20,000	20,000	20,000
<u>Other Local Revenues</u>				
Fees Collected	4,300	4,300	4,300	4,221
Field Trip Fees Collected	9,050	1,000	8,677	8,677
Interest Earned	511	511	511	502
Rental of Facilities	110	110	110	500
Gifts and Donations	10,000	5,963	10,000	7,500
eRate Reimbursements	4,800	4,800	4,800	4,712
Other Local Revenues	1,143	1,143	1,143	19,614
Sales of Materials Purchased for Resale	1,235	1,350	1,350	1,325

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Food Service Program Revenue				
State Revenues	17,735	2,500	17,913	17,585
Federal Revenues	108,243	188,263	109,326	107,325
USDA Commodities Received	8,778	8,778	8,866	8,704
Sales of Lunches, Breakfasts, and Milk	29,346	10,500	29,640	29,097
Catering Sales	17,258	2,025	17,431	17,112
Transfer from General Fund	31,494	0	1,813	2,946
Community Services Program Revenues				
Childrens House Program Fees	3,500	3,500	3,500	3,500
Tuition Payments from State	20,000	20,000	20,000	20,000
Total Other Revenue	423,223	695,139	612,785	738,444
Total Revenues	5,089,058	5,506,868	5,439,571	5,733,973
<i>Verification</i>	5,089,058	5,506,868	5,439,571	5,733,973
<i>Per Audit</i>				
<i>Variance</i>				

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<u>Expenditure Calculations</u>				
Salaries & Benefits	0.0%	0.0%	2.0%	2.0%
Health and Dental Insurance	8.0%	8.0%	8.0%	8.0%
Base Year Health and Dental Insurance Costs - General Education	\$71,483	\$71,483	\$77,202	\$77,202
Base Year Health and Dental Insurance Costs - Special Education	\$92,111	\$92,111	\$99,480	\$99,480
Workers Compensation Insurance Increase				
Other costs	2.0%	2.0%	2.0%	2.0%
Property, Liability, Workers Compensation Insurance Increase	5.0%	5.0%	5.0%	5.0%
<i>Budgets also increased based on change in projected enrollment each year</i>				
<u>Budget Calculations</u>				
General Fund				
100 Salaries	890,478	903,340	932,108	897,108
100 Salaries Allocated to ESSER II	0	0	(165,000)	(165,000)
200 Benefits	242,964	278,326	293,366	282,582
305 Contracted Services	91,800	95,000	93,636	101,636
306 Contracted Grounds Services	7,905	7,905	8,063	8,063
308 Advertising Fees	4,734	4,734	4,828	4,828
320 Communications Services	17,167	23,000	23,460	23,460
329 Postage	1,354	1,354	1,381	1,356
330 Utilities Cost	41,327	44,000	42,154	41,382
331 Refuse Removal Services	5,034	5,350	5,135	5,041
340 Property and Liability Insurance	21,000	21,000	22,050	24,385
350 Repairs and Maintenance	10,401	10,401	10,610	10,415
351 Copier Usage Fees	11,730	15,750	15,300	15,020
360 Contracted Transportation	160,000	155,000	200,000	200,000
366 Travel, conferences and staff training	6,703	6,703	6,837	6,712
369 Field Trips and Other Student Fees	14,280	2,000	13,966	13,966
<u>Building Lease</u>				
Principal and Interest on Building Purchase Loan (effective 4/1/2018)	393,113	393,113	393,113	393,113
Capital Repair and Replacement Fund	29,990	31,711	31,711	31,711
Building Company Operatng Costs (Accounting, Audit, Building Insurance, etc.)	19,176	19,176	19,176	19,176
Leasehold Improvements Lease	0	0	0	0
Total Building Lease Cost	442,280	444,000	444,000	444,000
370 Leasehold Improvements Lease	0	0	0	18,492
370 Other Rentals and Operating Leases	102	350	357	350
380 Computer and Tech Related Hardware Rentals	5,026	5,026	5,127	5,033

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376 Licensed Nursing Services	4,205	4,205	4,289	4,210
389 Staff Tuition Reimbursements	1,530	4,000	1,500	1,500
390 Educational Payments to MN School Districts	612	612	624	2,000
401 Supplies - Non Instructional	25,500	22,776	22,440	22,029
405 Non Instructional Software and License Fees	15,657	6,558	17,340	19,550
406 Instructional Software Licences and Fees	0	10,000	0	0
430 Instructional Supplies	9,690	13,000	13,260	13,017
440 Fuels	420	420	428	420
455 Non-Instructional Technology Supplies	414	414	423	415
456 Instructional Technology Supplies	179	179	182	1,600
460 Textbooks and Workbooks	5,000	1,000	5,000	5,000
461 Standardized Tests	3,318	3,318	3,384	3,322
466 Instructional Technology Devices	0	0	0	73,000
470 Media Resources	153	700	714	701
490 Food Purchased (not for Food Service)	3,392	2,500	2,550	2,503
510 Site Improvements	1,530	1,530	1,561	1,532
520 Building Improvements	1,219	3,358	3,425	3,425
530 Other Equipment Purchased	0	0	0	700
556 Instructional Technology Equipment	0	0	0	15,522
740 Interest on Line of Credit	20,000	30,000	30,000	22,000
820 Dues and memberships	36,905	36,905	37,643	37,643
Authorizer Fee	11,905	11,905	12,143	12,143
Other Dues / Membership Fees	25,000	25,000	25,500	25,500
Transfer to Food Service Fund	31,494	0	1,813	2,946
895 Indirect Costs	0	0	0	0
Total General Education Expenditures	2,135,503	2,164,715	2,103,953	2,171,868

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School Expansion Grant F859				
100 Salaries	0	4,763	0	0
200 Benefits	0	735	0	0
366 In-State Travel	0	1,783	0	0
401 Noninstructional Supplies	0	20,528	0	0
406 Instructional Software and Licensing	0	0	0	0
430 Instructional Supplies	0	20,796	0	0
455 Non-Instructional Technology Supplies	0	7,747	0	0
456 Instructional Technology Supplies	0	40	0	0
460 Textbooks and Workbooks	0	4,087	0	0
466 Instructional Technology Devices	0	0	0	0
470 Media Resources	0	6,276	0	0
530 Other Equipment Purchased	0	34,138	0	0
555 Technology Equipment	0	27,025	0	0
556 Instructional Technology Equipment	0	15,989	0	0
Total School Expansion Grant - Finance 859	0	143,907	0	0
REAP Grant				
556 Instructional Technology Equipment	20,000	20,000	20,000	20,000
Total REAP Grant	20,000	20,000	20,000	20,000
Title Program - Title I				
100 Salaries	52,828	54,176	55,057	55,057
200 Benefits	13,911	14,226	14,510	14,245
401 Supplies - Non Instructional	936	936	955	955
430 Instructional Supplies	1,501	1,501	1,531	1,531
Total Title I Expenditures	69,177	70,839	72,053	71,788
Title Programs - Title II				
303 Federal Contracted Services < \$25,000	3,700	3,700	3,774	3,705
366 Travel, conferences and staff training	3,276	3,276	3,342	3,280
401 Supplies - Non Instructional	975	975	995	976
Total Title II Expenditures	7,951	7,951	8,110	7,962

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Title Program - Title IV				
100 Salaries	0	0	0	0
200 Benefits	0	0	0	0
303 Purchased Services	0	0	0	0
350 Repairs and Maintenance	3,000	3,000	3,000	3,000
366 Professional Development	0	0	0	0
456 Instructional Technology Supplies	7,000	7,000	7,000	7,000
556 Technology	0	0	0	0
895 Indirect Costs	0	0	0	0
Total Title IV Expenditures	10,000	10,000	10,000	10,000
Federal ESSER and GEER Funding				
100 Salaries	0	10,135	165,000	205,000
200 Benefits	0	0	0	0
303 Purchased Services	0	491	0	0
360 Transportation	0	8,000	0	0
401 Non-Instructional Supplies	0	7,996	0	0
456 Instructional Technology Supplies	0	18,300	0	0
899 Current Placeholder for Funding	0	0	45,021	45,021
Total Federal ESSER and GEER Funding	0	63,182	210,021	250,021
Federal CARES Relief Funding (CRF)				
100 Salaries	0	810	0	0
200 Benefits	0	130	0	0
401 Non-Instructional Supplies	0	20,697	0	0
430 Instructional Supplies	0	4,538	0	0
456 Instructional Technology Supplies	0	833	0	0
556 Technology Equipment	0	35,332	0	0
Total Federal CRF Funding	0	62,340	0	0

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State Special Education				
100 Salaries	1,268,075	1,254,424	1,275,012	1,275,012
200 Benefits	309,628	303,410	316,348	316,348
360 Contracted Transportation	816,000	989,500	1,009,290	1,200,000
366 Travel, conferences and staff training	651	651	664	652
394 Special Education Fees for Services	81,369	81,369	82,996	81,477
396 Reimb. Salaries from Another School District	3,779	3,779	3,855	3,784
397 Reimb. Benefits from Another School District	808	808	825	809
433 Individualized Instructional Materials	0	0	0	0
530 Furniture & Equipment				
533 Student Equipment	5,443	5,443	5,552	5,451
556 instructional Technology Equipment	0	0	0	0
820 Dues and memberships	0	0	0	0
Total State Special Education	2,485,753	2,639,385	2,694,541	2,883,533
Federal Special Education - Finance 419				
303 Federal Contracted Services < \$25,000	21,275	15,000	15,300	15,020
329 Postage	55	0	0	0
366 Travel, conferences and staff training	9,606	2,500	2,550	2,503
389 Tuition Reimbursement	0	10,000	0	0
401 Supplies - Non Instructional	999	3,000	3,060	3,004
405 Non Instructional Software and License Fees	1,412	1,527	1,557	1,529
433 Individualized Instructional Materials	8,101	20,499	20,909	20,527
456 Instructional Technology Supplies	108	2,500	2,550	2,503
Total Federal Special Education - Finance 419	41,556	55,026	45,927	45,087

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Federal Special Education - Finance 420				
100 Salaries	0	0	0	0
Total Federal Special Education - Finance 420	0	0	0	0
Federal Special Education - Finance 425				
100 Salaries	5,580	5,659	5,772	5,772
200 Benefits	1,455	1,492	1,522	1,494
Total Federal Special Education - Finance 425	7,035	7,151	7,294	7,266
Food Service Program Expenses				
Salaries and Wages	68,544	48,544	49,515	49,515
Benefits	19,095	7,601	7,753	7,753
Purchased Services	6,326	6,326	6,453	6,453
Supplies and Materials	111,788	111,788	114,024	111,938
Federal Commodities Used	5,617	5,617	5,729	5,624
Dues, Memberships, Other Fees	1,484	1,484	1,514	1,486
Total Food Service Program Expenditures	212,855	181,361	184,988	182,769
Community Service Program Expenses				
Salaries and Wages	15,136	15,136	15,136	15,136
Benefits	2,703	2,703	2,703	2,703
Supplies and Materials	5,661	5,661	5,661	5,661
Total Community Service Program Expenditures	23,500	23,500	23,500	23,500
Total Expenditures	5,013,330	5,449,357	5,380,388	5,673,793
<i>Verification</i>	5,013,330	5,431,097	5,380,388	5,673,793
Annual Surplus (Deficit)	75,729	57,511	59,183	60,180
<i>Per Audit Variance</i>				
Beginning Fund Balance	350,175	323,757	381,268	381,268
Ending Fund Balance	425,904	381,268	440,451	441,449
<i>Per Audit Variance</i>				
Fund Balance Percentage of Annual Total Expenditures	8.5%	7.0%	8.2%	7.8%
Debt Coverage Ratio Analysis	1.34	1.50	1.30	1.35

214P OUT-OF-STATE TRAVEL BY NDMA BOARD MEMBERS

[Note: School districts are required by statute to have adopted a policy addressing this issue by January 1, 2006.]

I. PURPOSE

The purpose of this policy is to control out-of-state travel by NDMA board members as required by law.

II. GENERAL STATEMENT OF POLICY

NDMA board members have an obligation to become informed on the proper duties and functions of a board member, to become familiar with issues that may affect the school, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations and school district policies that relate to their functions as board members. Occasionally, it may be appropriate for board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the NDMA board finds it proper for board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the NDMA board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school related expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

- B. Automobile travel shall be reimbursed at the mileage rate set by the NDMA board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the NDMA board's approved budget allocations, including attendance at workshops and conventions.

VI. DIRECTIVES AND GUIDELINES

The board appointed administrator shall adhere to the directives and guidelines laid out in policy 412P.

VII. ANNUAL REVIEW

This policy must be annually reviewed by the NDMA board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

Cross References: NDMA Policy 412P (Expense Reimbursement)

Adopted: 08/01/06

Revised: 02/16/15

Reviewed: ~~11/16/2011~~11/15/21

New Discoveries Montessori Academy Policy 410P

410P FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to New Discoveries Montessori Academy employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

A. Twelve-week Leave

1. Regular full-time and part-time employees who have been employed by the school for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below. Also covered under this policy is any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job;
 - e. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - f. to attend military events and related activities of a covered military member;

- g. to address issues related to childcare and school activities of a covered military member's child;
 - h. to address financial and legal arrangements for a covered military member;
 - i. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - j. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 - k. to attend post-deployment activities related to a covered military member; and/or
 - l. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee uses any leave.
 3. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
 4. Eligible spouses employed by the school are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the employee's own serious health condition.
 5. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, New Discoveries Montessori Academy may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than

does the employee's regular position, and which has equivalent pay and benefits.

6. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
7. If New Discoveries Montessori Academy has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school's expense. If the opinions of the first and second health care providers differ, the school may require certification from a third health care provider at the school's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
8. Requests for leave shall be made to New Discoveries Montessori Academy. Employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school, subject to and in coordination with the health care provider.
9. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage.
10. New Discoveries Montessori Academy may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the board appointed administrator to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the New Discoveries Montessori Academy school board for annual review.

New Discoveries Montessori Academy shall comply with written notice requirements as set forth in federal regulations.

11. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.
12. An employee who does not return to work after leave may, in some situations, be required to reimburse the school for the cost of the health plan premiums paid by it.
13. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 ("FMLA") and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
14. In the event that NDMA establishes a collective bargaining agreement between employees in a certified collective bargaining unit and the school that contains Family and Medical Leave requirements, those requirements shall be followed.

B. Six-week Leave

An employee who does not qualify for leave under Paragraph A above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for New Discoveries Montessori Academy for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Service Member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of unpaid leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a

combined total of 26 work weeks of leave.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered service member with a serious injury or illness.
5. New Discoveries Montessori Academy will request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

III. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, teaching partners and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. New Discoveries Montessori Academy will continue to fulfill the school's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

IV. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in the school building in an area accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
29 C.F.R. Part 825

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family Medical Leave Act Summary)

Adopted: 03/15/10

Revised: 08/21/17

Reviewed: ~~11/16/2011~~11/15/21

New Discoveries Montessori Academy Policy 412P

412P TRAVEL AND OTHER EXPENSE REIMBURSEMENT POLICY

I. PURPOSE

The Board of Directors of New Discoveries Montessori Academy recognizes that board members, officers, and employees of New Discoveries Montessori Academy may be required to travel or incur other expenses from time to time to conduct School business and to further the mission of this non-profit educational organization.

The purpose of this Policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by all staff.

II. STATEMENT OF POLICY

- A. It is the policy of New Discoveries Montessori Academy to reimburse only reasonable and necessary expenses actually incurred by Personnel.
- B. When incurring business expenses, New Discoveries Montessori Academy expects Personnel to:
 - 1. Exercise discretion and good business judgment with respect to those expenses.
 - 2. Be cost conscious and spend New Discoveries Montessori Academy money as carefully and judiciously as the individual would spend his or her own funds.
 - 3. Report expenses, supported by required documentation, as they were actually spent.

III. REIMBURSEMENT REQUESTS

Requests will be initiated with the NDMA Request for Check form. This form can be found electronically on the school's shared drive or hard copies can be requested from the school's business office. Receipts must be attached and the form signed by the staff member requesting the reimbursement .

IV. RECEIPTS

Receipts are required for all expenditures billed directly to New Discoveries Montessori Academy. A policy and procedure for reimbursable expenses can be found in the Accounting office.

V. PROCESSING REQUESTS

Reimbursements will normally be processed about the 15th of each month.

VI. GENERAL TRAVEL REQUIREMENTS

- A. Advance Approval from the Board Appointed Administrator: All trips involving air travel or at least one overnight stay must be approved in advance by the individual's supervisor; however, any out-of-state travel must be approved by the Board Appointed Administrator.
- B. Necessity of Travel: In determining the reasonableness and necessity of travel expenses, Personnel and the person authorizing the travel shall consider the ways in which New Discoveries Montessori Academy will benefit from the travel and weigh those benefits against the anticipated costs of the travel. The same considerations shall be taken into account in deciding whether a particular individual's presence on a trip is necessary. In determining whether the benefits to New Discoveries Montessori Academy outweigh the costs, less expensive alternatives, such as participation by telephone or the availability of local programs or training opportunities, shall be considered.
- C. Personal Travel Expenses: Individuals traveling on behalf of New Discoveries Montessori Academy may incorporate personal travel or business with their Organization-related trips; however, Personnel shall not arrange Organization travel at a time that is less advantageous to New Discoveries Montessori Academy or involving greater expense to New Discoveries Montessori Academy in order to accommodate personal travel plans. Any additional expenses incurred as a result of personal travel are the sole responsibility of the individual and will not be reimbursed by New Discoveries Montessori Academy.
- D. Air Travel
 - 1. General: Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. New Discoveries Montessori Academy will reimburse or pay only the cost of coach class fare actually available for direct, non-stop flights from the airport nearest the individual's home or office to the airport nearest the destination.
 - 2. Frequent Flyer Miles and Compensation for Denied Boarding: Personnel traveling on behalf of New Discoveries Montessori Academy may accept and retain frequent flyer miles and compensation for denied boarding for their personal use. Individuals may not deliberately patronize a single

airline to accumulate frequent flyer miles if less expensive comparable tickets are available on another airline.

- E. Lodging: Personnel traveling on behalf of New Discoveries Montessori Academy may be reimbursed at the usual and customary room rate for the reasonable cost of hotel accommodations. Convenience, the cost of staying in the city in which the hotel is located, and proximity to other venues on the individual's itinerary shall be considered in determining reasonableness.
- F. Out-Of-Town Meals: Personnel traveling on behalf of New Discoveries Montessori Academy are reimbursed for the reasonable and actual cost of meals (including tips) subject to a maximum per diem meal and incidental expenses allowance of \$55 per day.
- G. Ground Transportation: Employees are expected to use the most economical ground transportation appropriate under the circumstances.
- H. Personal Cars: Personnel are compensated for use of their personal cars when used for Organization business. When individuals use their personal car for such travel, including travel to and from the airport, mileage will be allowed at the currently approved IRS rate per mile. In the case of individuals using their personal cars to take a trip that would normally be made by air, e.g., Minneapolis to Milwaukee, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round trip coach airfare.
- I. Parking/Tolls: Parking and toll expenses, including charges for hotel parking, incurred by Personnel traveling on Organization business will be reimbursed. The costs of parking tickets, fines, car washes, etc., are the responsibility of the employee and will not be reimbursed. On-airport parking is permitted for short business trips. For extended trips, Personnel should use off-airport facilities.
- J. Entertainment and Business Meetings: Reasonable expenses incurred for business meetings or other types of business related entertainment will be reimbursed only if the expenditures are approved by their supervisor at the New Discoveries Montessori Academy and qualify as tax deductible expenses. Detailed documentation for any such expense must be provided, including:
 - 1. date and place of entertainment.
 - 2. nature of expense.
 - 3. names, titles and corporate affiliation of those entertained.
 - 4. a complete description of the business purpose for the activity including the specific business matter discussed.

- K. Other Expenses: Reasonable business related telephone, internet, and fax charges due to absence of Personnel from the individual's place of business are reimbursable. In addition, reasonable and necessary gratuities that are not covered under meals may be reimbursed. Finally, emergency secretarial work and/or postal charges incurred are reimbursable for the purpose of work on behalf of New Discoveries Montessori Academy.
- L. Non-Reimbursable Expenditures: New Discoveries Montessori Academy maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a nonprofit, educational organization. All other expenses need to be approved by the Board Appointed Administrator.

Adopted: 08/01/06

Revised: 01/21/13

Reviewed: ~~11/16/2011~~11/15/21

New Discoveries Montessori Academy Policy 413P

413P HARASSMENT, ASSAULT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial, sexual or general harassment, assault and violence. New Discoveries Montessori Academy prohibits any form of religious, racial, sexual, or general harassment, assault and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of New Discoveries Montessori Academy to maintain a learning and working environment that is free from religious, racial, sexual, or general harassment, assault and violence. NDMA prohibits any form of religious, racial, sexual, or general harassment, assault and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes NDMA board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the school.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. New Discoveries Montessori Academy will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial, sexual, or general harassment, assault or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT, ASSAULT AND VIOLENCE DEFINED

A. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment; Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment; Definition

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

D. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence; Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence; Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault; Definition

Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

IV. GENERAL HARASSMENT AND VIOLENCE DEFINED

A. General Harassment; Definition

1. General harassment consists of unwelcome advances, requests for favors, physical conduct or other verbal or physical conduct or communication of a threatening nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

2. General harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for unreasonable gain;
 - c. demands, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

B.. General Violence; Definition

1. General violence is a physical act of aggression or force or the threat thereof.
2. General violence may include, but is not limited to:
 - a. grabbing, hitting, kicking, biting or pinching another person;
 - b. coercing, forcing or attempting to coerce or force the grabbing, hitting, kicking, biting or pinching of anyone;
 - c. threatening to cause bodily harm to another person or persons.

V. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial, sexual or general harassment, assault or violence by a pupil, teacher, administrator or other school personnel of New Discoveries Montessori Academy, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment, assault or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. New Discoveries Montessori Academy encourages the reporting party or complainant to use the report form available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment, assault or violence directly to the board appointed administrator.
- B. The New Discoveries Montessori Academy Board hereby designates the board appointed administrator as the school's human rights officer to receive reports or complaints of religious, racial, sexual or general harassment, assault or violence.

If the complaint involves the human rights officer, the complaint shall be filed directly with the NDMA board chair.

- C. New Discoveries Montessori Academy shall conspicuously post the name of the human rights officer, including mailing addresses and telephone numbers.
- D. Submission of a good faith complaint or report of religious, racial or sexual harassment, assault or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- E. Use of formal reporting forms is not mandatory.
- F. New Discoveries Montessori Academy will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

VI. INVESTIGATION

- A. By authority of New Discoveries Montessori Academy, the human rights officer, upon receipt of a report or complaint alleging religious, racial, sexual, or general harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, New Discoveries Montessori Academy should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, New Discoveries Montessori Academy may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial, sexual, or general harassment, assault or violence.

- E. The investigation will be completed as soon as practicable. The school human rights officer shall make a written report upon completion of the investigation. If the complaint involves the board appointed administrator, the report may be filed directly with the NDMA board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VII. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, New Discoveries Montessori Academy will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School action taken for violation of this policy will be consistent with requirements of applicable (if any) collective bargaining agreements, Minnesota and federal law and school policies.
- B. The result of the school's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school in accordance with state and federal law regarding data or records privacy.

VIII. REPRISAL

New Discoveries Montessori Academy will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial, sexual or general harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

IX. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

X. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit New Discoveries Montessori Academy from taking immediate action to protect victims of alleged harassment, assault, violence or abuse.

XI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted in the school building in an area accessible to pupils and staff members.
- B. This policy shall be given to each school employee and independent contractor at the time of entering into the person's employment contract
- C. This policy shall appear in the student handbook.
- D. New Discoveries Montessori Academy will develop a method of discussing this policy with students and employees.
- E. New Discoveries Montessori Academy may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

Cross References: NDMA Policy 102P (Equal Educational Opportunity)
NDMA Policy 430P (Employment)
NDMA Policy 406P (Public and Private Personnel Data)
NDMA Policy 414P (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
NDMA Policy 506 (Student Discipline)

SCHOOL DISTRICT NO. 4161-07
RELIGIOUS, RACIAL, SEXUAL or GENERAL HARASSMENT, ASSAULT AND
VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Religious, Racial, or Sexual Harassment

School District No. 4161-07, New Discoveries Montessori Academy, maintains a firm policy prohibiting all forms of discrimination. Religious, racial, sexual or general harassment or violence against students or employees is discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of religious, racial, sexual or general harassment by any pupil, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment, will not be tolerated under any circumstances.

Complainant _____

Home Address _____

Work Address _____

Home Phone _____

Work Phone _____

Date of Alleged Incident(s) _____

Circle as appropriate **sexual \ racial \ religious \ general**

Name of person you believe harassed or was violent toward you or another person. _____

If the alleged harassment or violence was toward another person, identify that person. _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

Complainant Signature _____

Date _____

Received by _____

Date _____

414P 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 New Discoveries Montessori Academy 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], includes an individual under age 21 who is in foster care.
- 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, medical, 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;
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. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "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. § 121A.67 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 that are done in anger or without regard to the safety of the child: (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) 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; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) 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.

- H. "School personnel" means professional employee or professional's delegate of New Discoveries Montessori Academy who provides health, educational, social, psychological, law enforcement, or child care services.
- 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 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. 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 threatened sexual abuse.
- 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, or agency responsible for assisting or investigating maltreatment.
- 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. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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, New Discoveries Montessori Academy shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

- E. Upon request by MDE, New Discoveries Montessori Academy 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. New Discoveries Montessori Academy 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. New Discoveries Montessori Academy 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. § 121A.67 (Aversive and Deprivation Procedures)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd.4, Clause (5) (Child in Need of Protection)
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: NDMA Policy 415P (Mandated Reporting of Maltreatment of Vulnerable Adults)

415P MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of New Discoveries Montessori Academy is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.

- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or home care provider service; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual’s ability to adequately provide the person’s own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual’s self from maltreatment.
- G. “Caregiver” means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. “School Personnel” means professional employees or their delegates of New Discoveries Montessori Academy engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

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

under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.

- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. New Discoveries Montessori Academy will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)

Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: NDMA Policy 430P (Employment)
NDMA Policy 406P (Public and Private Personnel Data)
NDMA Policy 414P (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

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New Discoveries Montessori Academy Policy 506P

506P STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the New Discoveries Montessori Academy's expectations for student conduct. Such compliance will enhance the school's ability to maintain discipline and ensure that there is no interference with the educational process. NDMA will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The New Discoveries Montessori Academy board of directors recognizes that individual responsibility and mutual respect are essential components of the educational process. The board of directors further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in a manner conducive to learning. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of New Discoveries Montessori Academy that a fair and equitable school-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the New Discoveries Montessori Academy board of directors, with the participation of school administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school.

III. AREAS OF RESPONSIBILITY

- A. The Board of Directors. The board of directors holds all school personnel responsible for the maintenance of order within the school and supports all personnel acting within the framework of this discipline policy.
- B. Board Appointed Administrator. The board appointed administrator shall hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. Any guidelines or directives established to implement this policy shall be submitted to the board of directors for approval and shall be attached as an addendum to this policy.

The board appointed administrator is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final board of directors approval. The board appointed administrator shall consult with parents of students conducting themselves in a manner contrary to the policy. The board appointed administrator shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A board appointed administrator, in exercising his or her lawful authority, 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.

- C. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher 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.
- D. Other School Personnel. All school personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the board appointed administrator. A school employee, school bus driver, or other agent of a school, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

- E. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to collaborate regarding the behavior of their children.
- F. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- G. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;

- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of New Discoveries Montessori Academy or the safety or welfare of the student, other students, school guests, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of school Hazing Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of school Attendance Policy;
 - 7. Opposition to authority using physical force or violence;
 - 8. Using, possessing, or distributing tobacco or tobacco paraphernalia;

9. Using, possessing, distributing, or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school Weapons Policy;
14. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
15. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
16. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
17. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
18. Violation of any local, state or federal law as appropriate;
19. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
20. Violation of school Internet Acceptable Use and Safety Policy;
21. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
22. Violation of school bus or transportation rules or the school bus safety policy;
23. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
25. Violation of school Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
26. Possession or distribution of slanderous, libelous or pornographic materials;
27. Violation of school Bullying Prohibition Policy;
28. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
29. Criminal activity;
30. Falsification of any records, documents, notes or signatures;
31. Tampering with, changing, or altering records or documents of the school by any method including, but not limited to, computer access or other electronic means;
32. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
33. Impertinent or disrespectful language toward teachers or other school personnel;
34. Sexual and/or racial abuse and/or harassment;
35. Violation of school Harassment and Violence Policy;
36. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school personnel, or other persons;
37. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
38. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

39. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating or that degrades other people;
40. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
41. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
42. Violation of school rules, regulations, policies, or procedures;
43. Other acts, as determined by the school, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

It is the general policy of New Discoveries Montessori Academy to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of NDMA. At a minimum, violation of school rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. New Discoveries Montessori Academy shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, board appointed administrator, counselor or other school personnel, and verbal warning;
- B. Confiscation by school personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school policy, rule regulation, procedure, or state or federal law. If confiscated by the school, the confiscated item, article, object, or thing may only be released following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent/guardian contact;
- D. Parent/guardian conference;
- E. Removal from class;

- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, board appointed administrator, or other school employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. If a student is removed from class more than ten (10) times in a school year, New Discoveries Montessori Academy shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

- C. Procedures for Removal of a Student From a Class.

1. Authority to remove a student from class under the provisions and limitations of this section shall rest with the classroom teacher. The teacher may remove students from their class for violations of any conditions listed in (A. 1-4) above.
2. Removal to a designated area for a student to cool down or refocus shall be used if removal is simply to provide the student with some time to avoid problems or to provide a clear warning of serious consequences.
3. If the removal is for an extended period of time during the day (up to five (5) hours), the following procedures must be observed:
 - a. Students must be sent to the administrator's office. An adult will escort the student. Administration will provide or appoint a designee to provide custodial care of the student.
 - b. The teacher shall provide administration or designee the following information:
 - 1) Specific grounds for removal

- 2) Length of the period of removal
- 3) Any request for administrative support
- c. The teacher shall provide the student with the following information:
 - 1) Specific grounds for removal
 - 2) Length of the period of removal
 - 3) Conditions of re-entry (e.g., must meet separately with teacher, must work out a contract, must appear for a conference with parent(s), etc.)
 - 4) Whenever possible, class assignments for the days following the first day of removal.
- d. Parents will be contacted to engage their support in correcting the misconduct. The teacher shall provide the parent(s) or guardian with the following information:
 - 1) Specific grounds for removal
 - 2) Length of the period of removal
 - 3) Conditions of re-entry including the scheduling of a conference with parent

This information will be communicated by telephone by the teacher. The teacher may also use a written notice when it is not possible to reach the parent by telephone or as a follow-up to the telephone contact.

D. Disabled Students; Special Provisions.

- 1. Removal from class of students with disabilities must comply with conditions specified in state and federal laws and rules. The student's special education case manager will be notified of the incident leading to removal from class.

E. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

- 1. The steps outlined in school Chemical Use and Abuse Policy will be taken when the student is removed from class due to evidence of being under the influence of drugs.

IX. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

New Discoveries Montessori Academy shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

New Discoveries Montessori Academy shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable board of directors' regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school employees, or property of the school.

C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the New Discoveries Montessori Academy Board of Directors, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the board appointed administrator shall provide the board chair with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, except as may be provided in federal law for a student with a disability.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, New Discoveries Montessori Academy shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend

the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where New Discoveries Montessori Academy is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. In the case of a student with a disability, the student's individual education plan team shall meet immediately but not more than ten (10) school days after the date on which the decision to remove the student from the student's current education placement is made. The individual education plan team shall, at the meeting, conduct a review of the relationship between the child's disability and the behavior subject to disciplinary action, and determine the appropriateness of the child's education plan.

The requirements of the individual education plan team meeting apply when: (1) the parent requests a meeting; (2) the student is removed from the student's current placement for five (5) or more consecutive days; or (3) the student's total days of removal from the student's placement during the school year exceed ten (10) cumulative days in a school year. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. A separate administrative conference shall be conducted for each period of suspension.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal

administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the board appointed administrator or the board appointed administrator's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the New Discoveries Montessori Academy board of directors' decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. “Expulsion” means a board of directors’ action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the New Discoveries Montessori Academy board of directors.
2. “Exclusion” means an action taken by the board of directors to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the New Discoveries Montessori Academy board of directors.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of New Discoveries Montessori Academy’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. New Discoveries Montessori Academy shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by New Discoveries Montessori Academy, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.

8. New Discoveries Montessori Academy shall record the hearing proceedings at school expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. New Discoveries Montessori Academy shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The New Discoveries Montessori Academy board of directors may appoint an attorney to represent the school in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by New Discoveries Montessori Academy. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the New Discoveries Montessori Academy.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the New Discoveries Montessori Academy board of directors and served upon the parties within two (2) days after the close of the hearing.

17. The New Discoveries Montessori Academy board of directors shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The board of directors may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the board of directors must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the New Discoveries Montessori Academy board of directors may appeal the decision to the Commissioner within twenty-one (21) calendar days of board of directors action pursuant to Minn. Stat. § 121A.49. The decision of the board of directors shall be implemented during the appeal to the Commissioner.
19. New Discoveries Montessori Academy shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. New Discoveries Montessori Academy must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of

not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, board appointed administrator or other school official may provide additional notification as deemed appropriate.

XII. STUDENT DISCIPLINE RECORDS

It is the policy of New Discoveries Montessori Academy that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XIII. DISABLED STUDENTS

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Where a student is dismissed for five (5) or more consecutive days, or has accumulated more than ten (10) days of dismissal over the course of the school year, New Discoveries Montessori Academy will convene a meeting to determine whether the student's educational program is appropriate and to review all relevant information in order to determine whether the behavior subject to discipline is a manifestation of the student's disability. Such a meeting must be held within ten (10) school days of the school's decision to remove the student from his or her current educational placement and must be held before commencing an expulsion or exclusion of the student. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior. If the student was placed in a 45-day interim alternative educational setting pending the manifestation determination, the student will be returned to the placement from which the student was removed unless the student and New Discoveries Montessori

Academy agree to a change of placement as part of the modification of the behavioral intervention plan.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. DISTRIBUTION OF POLICY

New Discoveries Montessori Academy will notify students and parents of the existence and contents of this policy in the NDMA student/parent handbook. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in the school's office.

XVI. REVIEW OF POLICY

The board appointed administrator and designees shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the board appointed administrator for consideration by the board of directors, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.27 (School and Community Advisory Team)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: NDMA Policy 413P (Harassment and Violence)

NDMA Policy 501 (School Weapons)
NDMA Policy 503 (Attendance)
NDMA Policy 526 (Hazing Prohibition)

514P STUDENT BULLYING PROHIBITION

I. PURPOSE

New Discoveries Montessori Academy strives to provide safe, secure and respectful learning environments for all students in the school building, on school grounds, school buses and at school-sponsored activities. Bullying, like other disruptive or violent behavior, is conduct that interferes with a student's ability to learn and a teacher's ability to educate.

This policy protects students against bullying and harassment on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, unfavorable discharge from military service, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in current Minnesota Statutes Chapter 363A. This policy also protects any student who voluntarily participates in any district function or activity, whether the student is enrolled in the district or not.

II. DEFINITIONS

- A. Prohibited conduct ("bullying") means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students creating an actual or perceived imbalance of power between the student engaging in bullying and the target of bullying that has or can be reasonably predicted by repeated forms or pattern to have one or more of the following effects:
1. Placing the student in reasonable fear of harm to the student's person or property.
 2. Causing a substantially detrimental effect on the student's physical or mental health.
 3. Substantially interfering with the student's educational opportunities and performance.
 4. Substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

- B. Bullying may take various forms, including without limitation, one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.
- C. "Cyberbullying" means using electronic information and communication technologies to bully. This may include, but is not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network, Internet, website or forum, transmitted through a computer, cell phone, or other electronic device.
- D. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.
- E. "Immediately" means as soon as possible but in no event longer than 24 hours.
- F. "District employee" includes board members, administrators, educators, teaching partners, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the New Discoveries Montessori Academy and its students.

III. PROHIBITIONS

Bullying of a student or group of students is prohibited:

- A. During any school-sponsored or school-sanctioned programs, activities, events or trips.
- B. In the school building, school property, on school buses or other school-provided transportation, and at designated locations for students to wait for buses and other school-provided transportation.
- C. Through the transmission of information from a school district computer or computer network, or other electronic school equipment.

- D. When communicated through any electronic technology or personal electronic device while on school property, on school buses or other school-provided transportation, at bus stops, and at school-sponsored or school-sanctioned events or activities.
- E. Off campus communication and use of electronic technology which seriously disrupts any student's education.

Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited. False accusations or reports of bullying against another student are also prohibited.

IV. RESPONSE

- A. Board appointed administrator or designee (hereinafter administrator/designee) is the person responsible for receiving reports of bullying at the building level. They will ensure this policy and its procedures are fairly and fully implemented and serve as the primary contact on policy and procedural matters implicating both the district or school and department. If the complaint involves the administrator/designee, the complaint shall be made or filed directly with the board chair.
- B. When investigating a complaint, administrator/designee may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved.
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior.
 - 3. Past incidences or past or continuing patterns of behavior.
 - 4. The relationship between the parties involved.
 - 5. The context in which the alleged incidents occurred.
- C. Investigation of a bullying incident shall be initiated within three school days of receipt of a report and be completed within 10 school days, unless the administrator/designee grants in writing an additional five-day extension due to extenuating circumstances. *See Attachment A for a template investigation process.*
- D. **Consequences** - Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance. Appropriate responses and consequences are outlined in the Student Handbook and/or in *Attachment B*.
- E. **Appeal** - Any party who is not satisfied with the outcome of the investigation may appeal to the district's human rights officer within 10 school days of notification of the administrator/designee's decision. The human rights officer will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The human rights officer shall notify the party

requesting the appeal and the principal that its decision is final and shall document that notification in the incident report.

- F. **District Employees** - When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The board appointed administrator shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their district contracts.
- G. **Reprisal** - The school district will take appropriate action against any student or district employee who retaliates against any person who reports alleged bullying or against any person who testifies, assists or participates in an investigation, or against any person who testifies, assists or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment or intentional disparate treatment.

V. NOTICE AND DISSEMINATION OF REQUIREMENTS

The school district will give annual notice of this policy to students, parents or guardians, and district employees, and this policy shall appear in the student handbook and posted in an electronic format in the languages appearing on its district/school website. This policy should also be:

- A. Posted in the district and school building administrative offices and throughout each school building in areas accessible to students and district employees.
- B. Included in each school's student handbook on school policies.
- C. Be given to each school district employee and independent contractor at the time of entering into the person's employment contract.

VI. PROFESSIONAL DEVELOPMENT AND EDUCATION

- A. **Staff** - Professional development will be offered annually to build the skills of all district employees to implement this policy. The content of such professional development shall include, but not be limited to:
 - 1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
 - 2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
 - 3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk, and any specific interventions that may be particularly effective for addressing bias-based bullying.

4. Recognizing, responding to and reporting bullying.
 5. Information about the incidence and nature of cyberbullying.
 6. Information about Internet safety issues as they relate to cyberbullying.
 7. A review of the district's reporting requirements related to bullying and cyberbullying.
- B. ***Student Education*** - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment. The administrator/designee shall determine the scope and duration of the units of instruction and topics covered but should include evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment. ***See Attachment C for more information on student instruction.***

Attachment A – Template for investigation process

SCHOOL DISTRICT ACTION

The administrator/designee shall perform the investigation.

1. Investigation of a bullying incident shall be initiated within three school days of receipt of a report and be completed within 10 school days, unless the administrator/designee grants in writing an additional five-day extension due to extenuating circumstances. The administrator/designee shall document the extension in the investigation report and shall notify the parties involved. The administrator/designee will make every effort to protect the confidentiality of those who report bullying incidents and is responsible for keeping and protecting access to any written records of the investigation.
2. Prior to the investigation of an incident, the administrator/designee will take immediate steps, at its discretion, to protect the alleged actor(s), target(s), bystander(s) or reporter pending completion of an investigation. Once an investigation is concluded, further steps will be taken as needed to assure the continued safety of the complainant from additional incidents of bullying or retaliation.
3. The purpose of the investigation is to make a determination as to whether a reported incident constitutes a case of bullying. These determinations will be made in consideration of the totality of the facts and the circumstances surrounding the incident, such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationship between the parties involved and the context in which the alleged incident occurred.
 - a. Identifying the alleged actor(s), target(s) and bystander(s), as well as any adult who witnessed the incident or may have reliable information about it.
 - b. Conducting an individual interview in a private setting with the alleged actor and target. The alleged actor and target should never be interviewed together or in public. Individual interviews shall also be conducted in private with student and adult bystanders. The investigation may also consist of any other methods and documents deemed pertinent by the administrator/designee.
 - c. Determining how often the conduct occurred, any past incident or continuing pattern of behavior, and whether the target's education, including but not limited to, a negative impact on academic performance, educational opportunities and participation in school activities was affected.
 - d. Assessing the individual and school-wide effects of the incident relating to safety, and assigning school staff to create and implement a safety plan to prevent the recurrence of an incidence that will restore a sense of safety for the target and other students who have been impacted.
 - e. If the administrator/designee determines the reported incident may involve criminal activity or the basis for criminal charges, information about the incident must be conveyed to the appropriate law enforcement authorities. As part of making this determination, the administrator/designee may wish to consult with either a law enforcement officer or legal counsel. Law enforcement shall only be contacted if all other available remedies have been exhausted.
 - f. When appropriate, preparing a report identifying his/her recommendation for individual consequences.
 - g. Comprehensively documenting the details of the investigation.
 - h. When the investigation is complete, the administrator/designee shall ensure the investigation report is attached to the incident report.

Attachment B – Additional information on disciplinary actions

Remedial actions may include:

For the student harmed: protect, support and intervene on behalf of the student who is the target of the prohibited conduct.

Support may include: referral to student support staff for one-to-one support or social skills training; daily check-in and check-out with a trusted adult in the school; choice to participate in a restorative process, facilitated by a trained facilitator.

For the student who violated the prohibited conduct policy: schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, age-appropriate and should match the severity of the student's behavior and their developmental age. The consequences must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes.

Consequences may include: A referral to appropriate staff for teaching and re-enforcing appropriate school behavior; mini-courses or skill modules to guide restitution; a referral to participate in a restorative process facilitated by a trained facilitator if the student admits to having caused harm; a meeting between the administrator and the family of the student who did the harm; a coordinated behavior plan that may include behavior contracts with a plan to prevent the prohibited conduct from recurring; individual counseling and one-to-one support to change behavior.

Consequences may also include warning, suspension, exclusion, expulsion or transfer. The school should avoid using punitive discipline (detention, suspensions, and expulsions) if any other method or consequence can be used with fidelity. The school may review school-wide behavior data as well as the data related to the person who did the harm and the person harmed. If the investigator determines that a violation of this policy may be the result of school climate needs, the school may conduct classroom or school-wide training.

When an investigation determines that bullying occurred, the administrator/designee shall explain the consequences in a non-hostile manner, and shall impose any consequence immediately and consistently. The administrator/designee shall keep communicating and working with all parties involved until the situation is resolved. Some key indicators of resolution include:

- The actor is no longer bullying and is interacting civilly with the target.
- The target reports feeling safe and is interacting civilly with the actor.
- School staff observe an increase in positive behavior and social-emotional competency in the actor and/or the target.
- School staff observe a more positive climate in the physical location where bullying incidents were high.

REMEDIAL RESPONSE AND REFERRALS

The administrator/designee shall design and implement remedial measures to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the target of the bullying, and take corrective action for documented systemic problems related to bullying. The administrator/designee shall refer students who bully to positive-behavior small-group interventions (for anger management, trauma or social skills) within the school, if possible, to reinforce the behavioral expectation they violated and increase their social-emotional competency. The administrator/designee shall ask a school mental health professional to refer targets of bullying to individual or group therapy where they can openly express their feelings about their bullying experience, or social-skills training and/or groups where they can practice assertiveness and coping mechanisms.

Attachment C – Student Instruction

Administration is encouraged to take such actions as deemed appropriate to accomplish the following goals:

- Engage students in creating a safe and supportive school environment.
- Partner with parents and other community members to develop and implement prevention and intervention programs.
- Engage all students and adults in integrating education, intervention and other remedial responses into the school environment.
- Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct.
- Teach students to advocate for themselves and others.
- Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct.
- Foster student collaborations to create a more conducive environment for a supportive school climate.

Possible units of instruction could include:

- Social emotional learning.
- Appropriate behavior online/on social media and cyberbullying awareness and response.
- Valuing diversity in school and society.
- Advocacy skills for themselves and others.
- Skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying.

The age-appropriate unit of instruction may be incorporated into the current courses of study regularly taught. Schools shall satisfy the documentation requirements established by the board appointed administrator or designee to ensure compliance with this curricular requirement.

SCHOOL DISTRICT NO. 4161-07
Bullying REPORT FORM

General Statement of Policy Prohibiting Bullying

School District No. 4161-07, New Discoveries Montessori Academy strives to provide safe, secure and respectful learning environment for all students in the school building, on school grounds, school vehicles and at school-sponsored activities. Bullying, like other disruptive or violent behavior, is conduct that interferes with a student's ability to learn and a teacher's ability to educate.

Complainant _____

Home Address _____

Work Address _____

Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Circle as appropriate **sexual \ gender \ racial \ religious \ general**

Name of person you believe bullied you or another person. _____

If the alleged bullying was toward another person, identify that person. _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements; what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has discriminated against me or another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

Complainant Signature _____ Date _____

Received by _____ Date _____

Adopted: 08/01/06

Revised: 02/27/12

Reviewed: ~~11/16/2011~~11/15/21

New Discoveries Montessori Academy Policy 522P

522P STUDENT SEX NONDISCRIMINATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. New Discoveries Montessori Academy provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The board of directors hereby designates the board appointed administrator as its Title IX coordinator. This employee coordinates the school's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school official designated by this policy or may file a grievance. New Discoveries Montessori Academy encourages the reporting party or complainant to use the report form available from the school office, but oral

reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to the school board appointed administrator.

- B. In The School Building. The board appointed administrator is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the board appointed administrator immediately.
- C. Upon receipt of a report or grievance, the board appointed administrator may request, but may not insist upon a written complaint.
- D. The NDMA board hereby designates the board appointed administrator as the New Discoveries Montessori Academy human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the New Discoveries Montessori Academy board chair.
- E. New Discoveries Montessori Academy shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.
- F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. New Discoveries Montessori Academy will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the NDMA board, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the

complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- C. In determining whether alleged conduct constitutes a violation of this policy, New Discoveries Montessori Academy should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, New Discoveries Montessori Academy may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school human rights officer shall make a written report to the NDMA board chair upon completion of the investigation. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. SCHOOL ACTION

- A. Upon conclusion of the investigation and receipt of a report, New Discoveries Montessori Academy will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school policies.
- B. The result of the school's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

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

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

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

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

Cross References: NDMA Policy 102P (Equal Educational Opportunity)
NDMA Policy 413P (Harassment and Violence)
NDMA Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Adopted: 08/01/06

Revised: 12/16/13

Reviewed: ~~11/16/2011~~11/15/21

New Discoveries Montessori Academy Policy 524P

524P TECHNOLOGY RESOURCES USE POLICY

I. PURPOSE

The purpose of this policy is to set forth guidelines for access to New Discoveries Montessori Academy's technology resources.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding user access to NDMA's technology resources, NDMA considers its own stated educational mission, goals, and objectives. The school district expects that users will blend thoughtful use of technology resources throughout the curriculum and will provide guidance and instruction to users in their utilization of technology.

III. EDUCATIONAL PURPOSE

NDMA is providing users with access to NDMA's technology resources, which includes Internet access. NDMA's technology resources have an educational purpose, which includes use of the system for classroom activities, educational research, assessment, and professional or career development activities. Users are expected to use Internet access through NDMA's technology resources to further educational and personal goals consistent with the mission of NDMA and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on NDMA network.

IV. USE OF TECHNOLOGY RESOURCES IS A PRIVILEGE

The use of NDMA's technology resources and access to use of the Internet is a privilege, not a right. It is expected that anyone who has access to NDMA's network will exercise appropriate use of those resources. Heretofore, "Users," refers to everyone using NDMA's technology resources and/or internet access, including – but not limited to – students, staff, contract employees and guests.

V. UNACCEPTABLE USES

A. The following uses of the NDMA's technology resources or accounts are considered unacceptable:

1. Users will not use the school district technology resources to access, review, upload, download, store, print, post, receive, transmit, or distribute:

- a. obscene or explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use NDMA's technology resources to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use NDMA's technology resources to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use NDMA's technology resources to vandalize, damage, or disable the property of another person or organization, make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and or use the school district system in such a way as to disrupt the use of the system by other users.
5. Users will not use NDMA's technology resources to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use NDMA's technology resources to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by NDMA as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515P; or
 - (2) such information is not classified by NDMA as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515P.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from an administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks.
- 7. Users will not attempt to gain unauthorized access to the school district system or any other system through NDMA's technology resources, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 - 8. Users will not use NDMA's technology resources to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on

the Internet.

9. Users will not use NDMA's technology resources for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of NDMA. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
- B. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate NDMA policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws. Corrective/disciplinary actions will be administered by board appointed administrator, or administrative designee and recommended for board of directors' ratification.
 - C. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other NDMA policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If NDMA receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate NDMA policies, including suspension, expulsion, exclusion, or termination of employment.
 - D. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a New Discoveries employee, the immediate disclosure shall be to the employee's immediate supervisor and/or an administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, an administrator.

VI. FILTER

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene or harmful to minors under state or federal law.

VII. CONSISTENCY WITH OTHER NDMA POLICIES

Use of the school district technology resources and use of the Internet shall be consistent with school district policies and the mission of NDMA.

VIII. EXPECTATION OF LIMITED PRIVACY

- A. By authorizing use of NDMA's technology resources, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. NDMA employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. NDMA will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. TECHNOLOGY RESOURCES USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Technology Resources Use Policy must be read and the provisions agreed to by each user and/or parent/guardian of each user. An acknowledged user consent agreement will be kept in the school office.

X. LIMITATION OF SCHOOL DISTRICT LIABILITY

Use of NDMA's technology resources is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district tapes, hard drives, servers, or other storage devices for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. NDMA is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to technology use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on NDMA tapes, hard drives, servers, or other storage devices.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school

sponsored/managed Internet accounts.

4. Notification that, even though NDMA may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this Technology Resources Use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's Technology Resources Use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the Technology Resources Use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF TECHNOLOGY RESOURCES USE POLICY

- A. Outside of school, parents bear responsibility for the same guidance of School related Internet use as they exercise with information sources such as television, telephones, radio, movies, and other potentially offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the Technology Resources Use Policy form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Technology Resources Use Policy must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's Technology Resources Use is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. NDMA administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the board of directors for approval. Upon approval by the board of directors, such guidelines, forms, and procedures shall be an addenda to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. NDMA Technology Resources Use Policy and Form are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of technology, the board of directors shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
 Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
Layshock v. Hermitage Sch. Dist., 412 F.Supp.2d 502 (W.D. Pa. 2006)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

New Discoveries Montessori Academy

Technology Resources Use Policy

~~2020-2021~~2021-2022

In order to use NDMA Technology Resources, users must understand and agree to the conditions in this policy. Users must sign this form to acknowledge that they accept these terms before they will be allowed to use *New Discoveries Montessori Academy* technology. The use of New Discoveries Montessori Academy technology is a privilege, not a right. Any misuse or abuse of the conditions listed below will result in the loss of privileges.

- ✚ Computers and technology resources are for academic purposes and school-related business only. Any other activity is not allowed, including games, playing music, internet messaging, personal email, etc.
- ✚ Users are only allowed to print materials related to their work for NDMA.
- ✚ Users are not allowed to download files or programs from the Internet that are not related to their work with/for NDMA.
- ✚ Users must take proper care of NDMA technology while they are using NDMA equipment. Any form of vandalism is not allowed. This includes any malicious attempt to physically deface, disable, destroy, or hack into computers or the network, or to harm or destroy data of another user.

Users who do not comply with the above conditions will have privileges revoked. In cases of vandalism, Users will be responsible for any reasonable cost necessary for repair or replacement of the item, as well as potential legal consequences.

Acceptance of NDMA Technology Resources Use Policy.

I have read the NDMA Technology Resources Use Policy.

I understand the conditions listed in the policy, as well as the consequences for not following the policy.

I agree to use the school technology in a responsible, respectful manner.

User Name (Please Print): _____

User Signature: _____ Date: _____

*****for office use only*****

Purpose/Reason for using technology _____

616P SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and the Every Child Succeeds Act.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and Every Child Succeeds Act will require a new level of accountability for New Discoveries Montessori Academy. New Discoveries Montessori Academy will establish a system to transition to the graduation requirements of the Minnesota Academic Standards. New Discoveries Montessori Academy also will establish a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. New Discoveries Montessori Academy will be accountable to the public and the state through annual reporting.

III. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The NDMA Board of Directors has established school-wide goals which provide broad direction for New Discoveries Montessori Academy. Incorporated in these goals are the education standards contained in the Minnesota Academic Standards and the Every Child Succeeds Act. The broad goals shall be reviewed annually and approved by the NDMA Board of Directors. The Board shall adopt annual goals based on the recommendations of the NDMA Leadership Team.
2. The improvement goals should address recommendations identified through the Leadership Team process.

- #### **B. System for Reviewing All Instruction and Curriculum.**
- Incorporated in the process will be analysis of New Discoveries Montessori Academy progress toward implementation of the Minnesota Academic Standards.

1. Administration and instructional staff review and evaluate the strengths and weaknesses of instruction and curriculum weekly through the work we do at our 90 minute Professional Learning Communities (PLC). In addition, instructional leaders - lead and mentor teachers, Title teacher, Special Education teacher, School psychologist, Reading Corps coach~~Board member, parent~~, and administration - meet monthly as an Instructional Leadership Team (ILT) to consistently and carefully review instruction, evidence of student work, assessment data, objective observational data, instructional walk-through data, and evaluation data.
2. The Year Long Learning Progression (YLLP) is NDMA's curriculum scope and sequence document that is aligned to state academic standards and is used to provide guidance in the lesson planning process.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.35 (Student Achievement Levels)
Minn. Stat. § 123B.04 (Site Decision Making Agreement)
Minn. Rules Parts 3501.0010-3501.0180 (Graduation Standards - Mathematics and Reading)
Minn. Rules Parts 3501.0200-3501.0290 (Graduation Standards - Written Composition)
Minn. Rules Part 3501.0160 (District Reporting Requirements)
Minn. Rules Parts 3501.0505-3501.0550 (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)
20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

New Discoveries Montessori Academy

**1000 5th Avenue SE
Hutchinson, MN 55350**

Presented by:
Jenny Pine, Senior Benefit Advisor

2022 Employer Group Benefit Proposal Renewal Strategy



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Renewal Overview and Executive Highlights

Renewal Highlights

- .. PEIP Insurance Renewal 12%
- .. MetLife Insurance Renewal
 - Dental
 - All other lines currently in rate guarantee, next renewal 1/1/2023
- .. Further HSA
- .. Online enrollment platform

Review of Marketing Activities

- .. Health Insurance Reviewed by all other carriers
- .. BCBS - 41% over current
- .. MCH Co-op - declined to quote
- .. HealthPartners - declined to quote
- .. Allina Aetna - declined to quote
- .. UnitedHealthcare - declined to quote
- .. Medica - declined to quote
- .. PreferredOne - declined to quote
- .. MetLife - Proposed Employer paid Long Term Disability
 - \$0.252 per \$100 covered monthly payroll
 - Annual Premium \$4,132

Plan and Benefit Details

- .. Benefit Eligibility
 - Required Hours 30 hours
 - New Hire Waiting Period date of hire
- .. Employer's Premium Contribution
 - Medical 80% of employee
\$650 to employee + dependents
 - Dental 80% of employee
- .. Employer's HSA Contribution \$125 per month
- .. Annual Update to LTD / STD / Life Volume

Compliance and ACA

- .. Affordable Care Act (ACA)
- .. Wrap Documents
- .. Premium Only Plan (POP)
- .. Group Life Insurance over \$50,000 in employer paid benefits requires additional income taxes. See IRS imputed income table at <https://www.irs.gov/government-entities/federal-state-local-governments/group-term-life-insurance>

Requirements

- .. 50% of the total eligible employees must enroll in the program regardless of waivers
- .. 50% Employer Contribution to Health Insurance Premiums (minimum)
- .. 10% Change in Eligible Employee Class may result in Underwriting
- .. Carrier must be informed of Plan Changes no later than: November 15, 2021

COMPLIANCE OVERVIEW



Employee Benefits Compliance Checklist for Large Employers

Federal law imposes numerous requirements on the group health coverage that employers provide to their employees. Many federal compliance laws apply to all group health plans, regardless of the size of the sponsoring employer. However, there are some additional requirements for large employers.

Unlike smaller employers, large employers must comply with the Affordable Care Act's (ACA) employer shared responsibility rules, the ACA's Form W-2 reporting rules and the Family and Medical Leave Act's (FMLA) requirements.

Federal laws regarding group health plans do not have a consistent definition of "large employer." However, for purposes of this article, a large employer is generally one with **50 or more employees** (unless indicated otherwise). This Compliance Overview provides a checklist for employee benefit laws applicable to large employers.

LINKS AND RESOURCES

- [FAQs on COBRA Continuation Health Coverage](#), a Department of Labor (DOL) resource
- Centers for Medicare & Medicaid Services' (CMS) [webpage](#) on Medicare Part D creditable coverage
- [Family and Medical Leave Act Employer Guide](#), a DOL resource

All Employers

- The ACA's market reforms
- HIPAA portability, privacy and security rules
- Medicare Part D creditable coverage disclosures
- Mental health parity
- Minimum hospital stays for newborns and mothers

Large Employers

- The ACA's employer shared responsibility rules for ALEs
- Section 6056 reporting for ALEs
- FMLA
- Form W-2 reporting (cost of coverage)

Provided to you by **Kraus-Anderson Insurance**



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COMPLIANCE OVERVIEW



Affordable Care Act (ACA)

☒ *Health Coverage Requirements*

The ACA's market reforms apply to health plans and health insurance issuers, with narrow exceptions for certain types of plans (for example, retiree medical plans). The following checklist provides a high-level overview of key ACA market reforms that apply to large employer plans:

- No **annual or lifetime dollar limits on essential health benefits (EHB)**—Applies to all health plans.
- **Out-of-pocket maximums** on EHB cannot exceed certain limits—Applies to all non-grandfathered health plans.

Out-of-pocket Maximum Limits		
Plan Year	Family Coverage	Self-only Coverage
2019	\$15,800	\$7,900
2020	\$16,300	\$8,150
2021	\$17,100	\$8,550

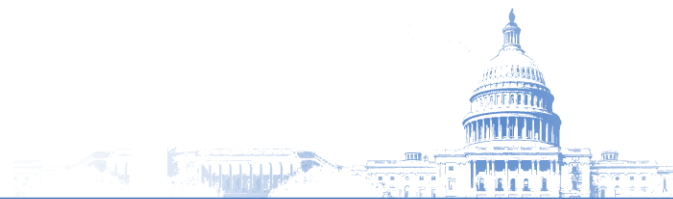
- Cannot impose a **waiting period that exceeds 90 days**—Applies to all health plans.
- No **pre-existing condition exclusions** on any covered individuals—Applies to all health plans.
- Cannot discriminate against plan participants who participate in **clinical trials**—Applies to all non-grandfathered health plans.
- Must cover specific **preventive care services without imposing cost-sharing requirements**—Applies to all non-grandfathered health plans.
- Health plans that provide dependent coverage of children must make coverage available for **adult children up to age 26**—Applies to all health plans.
- Cannot **rescind coverage** for covered individuals, except in cases of fraud or intentional misrepresentation of material fact—Applies to all health plans.

☒ *Notices and Disclosures*

The ACA created several notice and disclosure obligations for group health plans, such as:

- **Statement of Grandfathered Status**—Plan administrator or issuer must provide this statement on a periodic basis with participant materials describing plan benefits, such as the summary plan description (SPD) and open enrollment materials. This requirement only applies to grandfathered plans.
- **Notice of Rescission**—Plan administrator or issuer must provide a notice of rescission to affected participants at least 30 days before the rescission occurs.

COMPLIANCE OVERVIEW



- **Notice of Patient Protections and Selection of Providers**—Plan administrator or issuer must provide a notice of patient protections/selection of providers whenever the SPD or similar description of benefits is provided to a participant. These provisions relate to the choice of a health care professional and benefits for emergency services. This requirement does not apply to grandfathered plans.
- **Uniform Summary of Benefits and Coverage**—Plan administrator or issuer must provide the uniform summary of benefits and coverage (SBC) to participants and beneficiaries at certain times, including upon application for coverage and at renewal. Plan administrators and issuers must also provide a 60-day advance notice of material changes to the summary that take place mid-plan year.
- **Exchange Notice**—Employers must provide all new hires with a written notice about the ACA’s health insurance Exchanges.

W-2 Reporting

The Form W-2 reporting obligation applies to employers sponsoring group health plans. Small employers (those that file **fewer than 250 Forms W-2**) are exempt until further guidance is provided. Employers that are not eligible for the small employer exemption were required to comply with this reporting requirement beginning with the 2012 tax year.

Employers must disclose the aggregate cost of employer-sponsored coverage provided to employees on the employees’ Forms W-2. The purpose of the reporting requirement is to provide information to employees regarding how much their health coverage costs. The reporting does not mean that the cost of the coverage is taxable to employees.

Employer Penalty Rules

Under the ACA’s employer penalty rules, applicable large employers (ALEs) that do not offer health coverage to their full-time employees (and dependent children) that is affordable and provides minimum value will be subject to penalties if any full-time employee receives a government subsidy for health coverage through an Exchange. The ACA sections that contain the employer penalty requirements are also known as the “employer shared responsibility” or “pay or play” rules.

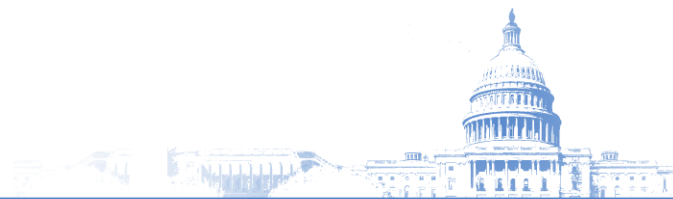
To qualify as an ALE, an employer must employ, on average, **at least 50 full-time employees**, including full-time equivalent employees (FTEs), on business days during the preceding calendar year. All employers that employ at least 50 full-time employees, including FTEs, are subject to the ACA’s pay or play rules, including for-profit, nonprofit and government employers.

Sections 6055 and 6056 Reporting

The ACA requires ALEs to report information to the Internal Revenue Service (IRS) and to full-time employees regarding the employer-sponsored health coverage. The IRS uses the information that ALEs report to verify employer-sponsored coverage and to administer the employer shared responsibility provisions. This reporting requirement is found in Section 6056 of the Internal Revenue Code (Code).

In addition, the ACA requires every health insurance issuer, sponsor of a self-insured health plan, government agency that administers government-sponsored health insurance programs and any other entity that provides minimum essential coverage to file an annual return with the IRS reporting information for each individual who is provided with this coverage. Related statements must also be provided to individuals. This reporting requirement is found in Code Section 6055.

COMPLIANCE OVERVIEW



Returns must be filed with the IRS by Feb. 28 (or March 31, if filed electronically) of the year after the calendar year to which the returns relate. Written statements must be provided to employees no later than Jan. 31 of the year following the calendar year in which coverage was provided.

ALEs that sponsor self-insured plans	ALEs that sponsor insured plans (or no health plan)	Non-ALEs that sponsor self-insured plans	Non-ALEs that sponsor insured plans (or no health plan)
Must report: (1) Information under Section 6055 about health coverage provided; and (2) Information under Section 6056 about offers of health coverage.	Must report information under Section 6056. These employers are not required to report under Section 6055.	Must report information under Section 6055. These employers are not required to report under Section 6056.	These employers are not required to report under either Section 6055 or Section 6056.

COBRA

COBRA applies to employers that had **20 or more employees** on more than 50% of the typical business days during the previous calendar year. COBRA requires employers to provide eligible employees and their dependents who would otherwise lose group health coverage as a result of a qualifying event with an opportunity to continue group health coverage.

COBRA includes a number of notice/disclosure requirements, such as the following:

- **Initial/General COBRA Notice**—Plan administrator must generally provide an explanation of COBRA coverage and rights within 90 days of when group health plan coverage begins.
- **Notice to Plan Administrator**—Employer must notify the plan administrator of certain qualifying events, such as an employee's termination or reduction in hours, an employee's death, an employee's Medicare entitlement and the employer's bankruptcy. The notice must be provided within 30 days of the qualifying event or the date coverage would be lost as a result of the qualifying event, whichever is later.
- **COBRA Election Notice**—Plan administrator must generally provide the COBRA election notice within 14 days after being notified of the qualifying event (or 44 days after the qualifying event if the employer is the plan administrator).
- **Notice of Unavailability of COBRA**—If an individual is not eligible for COBRA, the plan administrator must generally provide a notice of COBRA unavailability within 14 days after being notified of the qualifying event (or 44 days after the qualifying event if the employer is the plan administrator).
- **Notice of Early Termination of COBRA**—Plan administrator must provide an early termination notice as soon as practicable following the determination that COBRA coverage will terminate earlier than the end of the maximum coverage period.
- **Notice of Insufficient Payment**—Plan administrator must notify a qualified beneficiary that the COBRA payment was not significantly less than the correct amount before coverage is terminated for nonpayment.

COMPLIANCE OVERVIEW



- **Premium Change Notice**—Plan administrator should provide a notice of premium increase at least one month prior to the effective date.

Employee Retirement Income Security Act (ERISA)

☑ **General Requirements**

ERISA applies to employee welfare benefit plans, including group health plans, unless specifically exempted. Church and government plans are not subject to ERISA. ERISA imposes a variety of compliance obligations on the sponsors and administrators of group health plans. For example, ERISA establishes strict fiduciary duty standards for individuals who operate and manage employee benefit plans and requires that plans create and follow claims and appeals procedures. ERISA requires plan administrators to provide the following notices/disclosures:

- **Summary Plan Description (SPD)**—Plan administrator must automatically provide an SPD to participants within 90 days of becoming covered by the plan. An updated SPD must be provided at least every five years if changes have been made to the information contained in the SPD. Otherwise, an updated SPD must be provided at least every 10 years.
- **Summary of Material Modifications (SMM)**—Plan administrator must provide an SMM automatically to participants within 210 days after the end of the plan year in which the change was adopted. If benefits or services are materially reduced, participants generally must be provided with the SMM within 60 days from adoption. Also, plan administrators and issuers must provide 60 days' advance notice of any material modification to plan terms or coverage that takes effect mid-plan year and affects the content of the SBC. The 60-day notice can be provided to participants through an updated SBC or by issuing an SMM.
- **Plan Documents**—Plan administrator must provide copies of plan documents no later than 30 days after a written request.
- **Summary Annual Report (SAR)**—Plan administrators of ERISA plans are subject to the SAR requirement, unless an exception applies. The SAR is a narrative summary of the Form 5500 and includes a statement of the right to receive a copy of the plan's annual report. The SAR must generally be provided within nine months after the end of the plan year. If the deadline for filing the Form 5500 was extended, the SAR must be provided within two months after the end of the extension period. Plans that are exempt from the annual Form 5500 filing requirement are not required to provide the SAR. Large, completely unfunded health plans are also exempt from the SAR requirement. However, large insured health plans must provide the SAR.

☑ **Form 5500 Requirements**

The Form 5500 requirement applies to plan administrators of ERISA plans, unless an exception applies. Small health plans (**fewer than 100 participants**) that are fully insured, unfunded or a combination of fully insured and unfunded, are exempt from the Form 5500 filing requirement.

The Form 5500 is used to ensure that employee benefit plans are operated and managed according to ERISA's requirements. The filing requirements vary according to the type of ERISA plan. Unless an extension applies, the Form 5500 must be filed by the last day of the seventh month following the end of the plan year (that is, July 31 of the following year for calendar year plans).

COMPLIANCE OVERVIEW



Family and Medical Leave Act (FMLA)

The FMLA applies to private sector employers with **50 or more employees in 20 or more workweeks** in the current or preceding calendar year, as well as all public agencies and all public and private elementary and secondary schools. The FMLA provides eligible employees with job-protected leave for certain family and medical reasons. An employer must maintain group health coverage during the FMLA leave at the level and under the conditions that coverage would have been provided if the employee had not taken leave.

The FMLA requires employers to provide the following notices/disclosures:

- **General Notice**—Covered employers must prominently post a general FMLA notice where it can be readily seen by employees and applicants for employment. If the employer has any FMLA-eligible employees, it must also include the general notice in the employee handbook or other written employee guidance or distribute a copy of the notice to each employee upon hiring.
- **Eligibility/Rights and Responsibilities Notice**—Written guidance must be provided to an employee when he or she notifies the employer of the need for FMLA leave. The employer must detail the specific expectations and obligations of the employee, and explain the consequences for failing to meet these obligations.
- **Designation Notice**—After the employer has sufficient information, it must provide a designation notice informing the employee whether the leave is designated as FMLA leave.

[Model forms](#) are available from the DOL.

Genetic Information Nondiscrimination Act (GINA)

GINA applies to group health plans and health insurance issuers. GINA prohibits health plans and health insurance issuers from discriminating based on genetic information. GINA generally prohibits group health plans and health insurance issuers from: (1) adjusting group premium or contribution amounts on the basis of genetic information; (2) requesting or requiring an individual or an individual's family members to undergo a genetic test; and (3) Collecting genetic information, either for underwriting purposes or prior to or in connection with enrollment.

HIPAA Portability

HIPAA's portability rules apply to group health plans and health insurance issuers, unless an exception applies. Plans with fewer than two participants who are current employees (for example, retiree health plans) are exempt.

HIPAA's portability rules are designed to help individuals transition from one source of health coverage to another. HIPAA's portability provisions limit exclusions for pre-existing conditions, prohibit discrimination based on health status and provide for special enrollment opportunities. Effective for plan years beginning on or after Jan. 1, 2014, the ACA prohibits group health plans and issuers from imposing pre-existing condition exclusions on any enrollees. HIPAA's portability rules require the following notices/disclosures:

- **Notice of Special Enrollment Rights**—Plans and issuers must provide the special enrollment rights notice at or before the time an employee is initially offered the opportunity to enroll in the plan.
- **Notice of Alternative Wellness Program Standard**—Group health plans and issuers that offer health-contingent wellness programs must disclose the availability of an alternative standard to receive a reward under the wellness program. This disclosure must be included in all materials that describe the wellness program.

COMPLIANCE OVERVIEW



HIPAA Privacy and Security

The HIPAA Privacy and Security Rules apply to health plans, health care clearinghouses and health care providers that transmit health information electronically (covered entities), unless an exception exists. The rules also apply to business associates (service providers to covered entities) that use protected health information (PHI). A self-funded health plan with fewer than 50 participants that is administered by the employer that established and maintains the plan is exempt.

The HIPAA Privacy Rule governs the use and disclosure of an individual's PHI. The HIPAA Security Rule creates standards with respect to the protection of electronic PHI. The HIPAA Privacy and Security Rules require the following notices/disclosures:

- **Notice of Privacy Practices**—Plans and issuers must provide a Notice of Privacy Practices when a participant enrolls, upon request and within 60 days of a material revision. At least once every three years, participants must be notified about the notice's availability.
- **Notice of Breach of Unsecured PHI**—Covered entities and their business associates must provide notification following a breach of unsecured PHI without unreasonable delay and in no case later than 60 days following the discovery of the breach.

Special Rules for Fully Insured Plans—The plan sponsor of a fully insured health plan has limited responsibilities with respect to the Notice of Privacy Practices. The extent of its limited responsibilities depends on whether the plan sponsor has access to PHI for plan administration purposes.

- If the sponsor of a fully insured plan has access to PHI for plan administrative functions, it is required to maintain a Privacy Notice and to provide the notice upon request.
- If the sponsor of a fully insured plan does not have access to PHI for plan administrative functions, it is not required to maintain or provide a Privacy Notice.

A plan sponsor's access to enrollment information, summary health information and PHI that is released pursuant to a HIPAA authorization does not qualify as having access to PHI for plan administration purposes.

Children's Health Insurance Program Reauthorization Act (CHIPRA)

States may offer eligible low-income children and their families a premium assistance subsidy to help pay for employer-sponsored coverage. If an employer's group health plan covers residents in a state that provides a premium subsidy, the employer must send an annual notice about the available assistance to all employees residing in the state. A [model notice](#) is available from the DOL.

Medicare Part D Creditable Coverage Disclosures

The Medicare Part D requirements apply to group health plan sponsors that provide prescription drug coverage to individuals who are eligible for Medicare Part D coverage. Employer-sponsored health plans offering prescription drug coverage to individuals who are eligible for coverage under Medicare Part D must comply with the following disclosure requirements:

- **Disclosure Notices for Creditable or Non-Creditable Coverage**—A disclosure notice must be provided to Medicare Part D eligible individuals who are covered by, or apply for, prescription drug coverage under the employer's health plan. The purpose of the notice is to disclose the status (creditable or non-creditable) of the group health

COMPLIANCE OVERVIEW



plan's prescription drug coverage. It must be provided at certain times, including before the Medicare Part D Annual Coordinated Election Period (Oct. 15 through Dec. 7 of each year).

- **Disclosure to CMS**—On an annual basis (within 60 days after the beginning of the plan year) and upon any change that affects the plan's creditable coverage status, employers must disclose to the Centers for Medicare and Medicaid Services (CMS) whether the plan's coverage is creditable.

[Model forms](#) are available from CMS.

Mental Health Parity and Addiction Equity Act (MHPAEA)

The MHPAEA imposes parity requirements on group health plans that provide benefits for mental health or substance use disorders. For example, plans must offer the same access to care and patient costs for mental health and substance use disorder benefits as those that apply to general medical or surgical benefits.

The MHPAEA applies to group health plans offering mental health and substance use disorder benefits. There is an exception for health plans that can demonstrate a certain cost increase and an exception for small health plans with fewer than two participants who are current employees (for example, retiree health plans). There is also an exception for employers with 50 or fewer employees during the preceding calendar year. However, in order to satisfy the essential health benefits requirement, mental health and substance use disorder benefits must be provided in a manner that complies with the MHPAEA. Thus, through this ACA mandate, small employers with insured plans are also subject to the mental health parity requirements.

Under the MHPAEA, the plan administrator or the health insurance issuer must disclose the criteria for medical necessity determinations with respect to mental health or substance use disorder benefits to any current or potential participant, beneficiary or contracting provider upon request and the reason for any denial of reimbursement or payment for services with respect to mental health or substance use disorder benefits to the participant or beneficiary.

Michelle's Law

Michelle's Law applies to employer-sponsored group health plans. Plans with fewer than two participants who are current employees (for example, retiree health plans) are exempt. Michelle's law ensures that dependent students who take a medically necessary leave of absence do not lose health insurance coverage. If a health plan requires a certification of student status for coverage, plan administrators and issuers must include a description of Michelle's Law with any notice regarding a requirement for certification of student status.

Michelle's Law was enacted before the ACA required group health plans to provide coverage for dependent children up to age 26, regardless of student status. Now that the ACA's coverage expansion for dependents is effective, Michelle's Law has limited applicability. In general, it will only apply if a plan offers coverage for dependents who are not covered by the ACA mandate (for example, dependents who are older than age 26) and conditions eligibility on student status.

Newborns' and Mothers' Health Protection Act (NMHPA)

The NMHPA applies to group health plans that provide maternity or newborn infant coverage. Under the NMHPA, group health plans may not restrict mothers' and newborns' benefits for hospital stays to less than 48 hours following a vaginal delivery and 96 hours following a delivery by cesarean section. The plan's SPD must include a statement describing the NMHPA's protections for mothers and newborns.

COMPLIANCE OVERVIEW



Women's Health and Cancer Rights Act (WHCRA)

The WHCRA applies to group health plans that provide coverage for mastectomy benefits. Plans with fewer than two participants who are current employees (for example, retiree health plans) are exempt. The WHCRA requires health plans that provide medical and surgical benefits for a mastectomy to also cover:

- (1) All stages of reconstruction of the breast on which a mastectomy has been performed;
- (2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- (3) Prostheses and physical complications of mastectomy, including lymphedemas.

Plans must provide a notice describing rights under WHCRA upon enrollment and on an annual basis after enrollment.

Proposal of Benefits

GROUP NO. & COMPANY	TERM	COVERAGE
012595	9/1/2016	<u>HEALTH SAVINGS ACCOUNT</u>
Further	Continuous	Per Member Per Month Fee: \$1.00
		Participants: 30
		Total Monthly Cost \$30.00
		Total Annual Cost \$360.00
		2022 HSA Maximums
		Single Maximum Election \$3,650.00
		Family Maximum Election \$7,300.00
		Catch-up (ages 55 & over) \$1,000.00
		Plan to run calendar year.
		Refer to Administrator Proposal/Contract for specific coverages

New Discoveries Montessori Academy Medical Renewal Comparison		Public Employees Insurance Program (PEIP)* (Blue Cross and Blue Shield, HealthPartners and PreferredOne) 1/1/2021 HSA				Public Employees Insurance Program (PEIP)* (Blue Cross and Blue Shield, HealthPartners and PreferredOne) 1/1/2022 HSA			
Plan		Cost Level 1	Cost Level 2	Cost Level 3	Cost Level 4	Cost Level 1	Cost Level 2	Cost Level 3	Cost Level 4
Plan Network		Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required
Deductible Embedded or NonEmbedded		Embedded at \$2,800	Embedded at \$3,200	Embedded at \$4,800	Embedded at \$6,400	Embedded at \$2,800	Embedded at \$3,200	Embedded at \$4,800	Embedded at \$6,400
Individual Deductible		\$1,500	\$2,000	\$3,000	\$4,000	\$1,500	\$2,000	\$3,000	\$4,000
Family Deductible		\$3,000	\$4,000	\$6,000	\$8,000	\$3,000	\$4,000	\$6,000	\$8,000
Individual Out of Pocket Max		\$3,000	\$3,000	\$4,000	\$5,000	\$3,000	\$3,000	\$4,000	\$5,000
Family Out of Pocket Max		\$6,000	\$6,000	\$8,000	\$10,000	\$6,000	\$6,000	\$8,000	\$10,000
Coinsurance		20% after deductible	25% after deductible	30% after deductible	50% after deductible	20% after deductible	25% after deductible	30% after deductible	50% after deductible
Office Visits		copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible
Routine Physicals/Preventive Care		0%	0%	0%	0%	0%	0%	0%	0%
In/Out-Patient Hospital Services		20% after deductible	25% after deductible	30% after deductible	50% after deductible	20% after deductible	25% after deductible	30% after deductible	50% after deductible
Prescription Drugs		copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible
Employer Contribution		80% Employee / \$650 to family				80% Employee / \$650 to family			
Rate Tier	HSA	Employee		Total		Employee		Total	
Employee	21	\$114.31		\$571.54		\$127.86		\$639.30	
Employee + 1	2	\$526.04		\$1,176.04		\$668.32		\$1,318.32	
Family	4	\$910.70		\$1,560.70		\$1,100.40		\$1,750.40	
Totals									
Estimated Employer Monthly Premium		\$13,501.87				\$14,640.24			
Estimated Employer Annual Premium		\$162,022.46				\$175,682.88			
Estimated Employer Annual Premium Difference		Current				\$13,660.42			
Total Monthly Premium		\$20,597.22				\$23,063.54			
Total Annual Premium		\$247,166.64				\$276,762.48			
Change from Current		Current				\$29,595.84			
Percentage Change		Current				12%			

*PEIP requires a 2 year commitment

Employees can buy-up to non-HSA compatible plans



New Discoveries Montessori Academy Medical Renewal Comparison		Public Employees Insurance Program (PEIP)* (Blue Cross and Blue Shield, HealthPartners and PreferredOne) 1/1/2021 HSA				Public Employees Insurance Program (PEIP)* (Blue Cross and Blue Shield, HealthPartners and PreferredOne) 1/1/2022 HSA			
Plan		Cost Level 1	Cost Level 2	Cost Level 3	Cost Level 4	Cost Level 1	Cost Level 2	Cost Level 3	Cost Level 4
Plan Network		Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required	Primary Care Clinic Required
Deductible Embedded or NonEmbedded		Embedded at \$2,800	Embedded at \$3,200	Embedded at \$4,800	Embedded at \$6,400	Embedded at \$2,800	Embedded at \$3,200	Embedded at \$4,800	Embedded at \$6,400
Individual Deductible		\$1,500	\$2,000	\$3,000	\$4,000	\$1,500	\$2,000	\$3,000	\$4,000
Family Deductible		\$3,000	\$4,000	\$6,000	\$8,000	\$3,000	\$4,000	\$6,000	\$8,000
Individual Out of Pocket Max		\$3,000	\$3,000	\$4,000	\$5,000	\$3,000	\$3,000	\$4,000	\$5,000
Family Out of Pocket Max		\$6,000	\$6,000	\$8,000	\$10,000	\$6,000	\$6,000	\$8,000	\$10,000
Coinsurance		20% after deductible	25% after deductible	30% after deductible	50% after deductible	20% after deductible	25% after deductible	30% after deductible	50% after deductible
Office Visits		copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible
Routine Physicals/Preventive Care		0%	0%	0%	0%	0%	0%	0%	0%
In/Out-Patient Hospital Services		20% after deductible	25% after deductible	30% after deductible	50% after deductible	20% after deductible	25% after deductible	30% after deductible	50% after deductible
Prescription Drugs		copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible	copays after deductible
Employer Contribution		80% Employee / \$650 to family				80% Employee / \$700 to family			
Rate Tier	HSA	Employee		Total		Employee		Total	
Employee	21	\$114.31		\$571.54		\$127.86		\$639.30	
Employee + 1	2	\$526.04		\$1,176.04		\$618.32		\$1,318.32	
Family	4	\$910.70		\$1,560.70		\$1,050.40		\$1,750.40	
Totals									
Estimated Employer Monthly Premium		\$13,501.87				\$14,940.24			
Estimated Employer Annual Premium		\$162,022.46				\$179,282.88			
Estimated Employer Annual Premium Difference		Current				\$17,260.42			
Total Monthly Premium		\$20,597.22				\$23,063.54			
Total Annual Premium		\$247,166.64				\$276,762.48			
Change from Current		Current				\$29,595.84			
Percentage Change		Current				12%			

*PEIP requires a 2 year commitment

Employees can buy-up to non-HSA compatible plans



Proposal of Benefits

GROUP NO. & COMPANY	TERM	COVERAGE			
5369920	1/1/2021	<u>DENTAL</u>			
MetLife	12/31/2021	Rates:	Current	Renewal	# EE
		Employee	\$32.12	\$33.73	17
		Employee + 1	\$65.97	\$69.27	2
		Family	\$106.15	\$111.46	4
		Estimated Monthly Renewal Premium		\$1,157.71	
		Estimated Current Monthly Premium		\$1,102.58	
		Estimated Employer Monthly Premium		\$620.56	
		Monthly Premium Difference		\$55.13	
		Benefits			
		Annual Maximum		\$2,000.00	
		Deductible		\$50 / \$150	
		Preventive		100%	
		Basic		80%	
		Major		50%	
		See Summary of Benefits			
		Refer to Carrier Proposal/Contract for specific coverages			

HealthiestYou Complete

Fully-integrated, consults-included bundle for employer groups



24/7 Access to High-quality Care



Dedicated Client Success Team



Price Transparency Tools



Intelligent Alerts



Provider Search





Mental Health Care



Dermatology



Neck and Back Care



Expert Medical Services



Nutrition

Number of Employees	PEPM Consults-included
2 – 249	\$16.00
250 – 499	\$15.00
500 – 999	\$14.00
1,000 – 2,499	\$12.75
2,500 – 4,999	\$11.50
5,000+	\$10.25