



TESFA INTERNATIONAL SCHOOL  
*Global Minds with Minnesota Hearts*

**BOARD MEETING AGENDA**

**6:00 p.m. December 11, 2017**

**Meeting Location: 1555 40<sup>th</sup> Avenue NE, 2<sup>nd</sup> Floor, Columbia Heights, MN 55421**

1. Call to Order
2. Board Membership
3. Approve Agenda
4. Review Draft of Minutes from November 13
5. Financial Report
  - a. Fiscal Year 2017 Audit
  - b. November Financials
  - c. Personnel Recommendations
6. Presentation on Guided Language Acquisition Development
7. Board Meeting Calendar
8. Policy Review
  - a. 410 Family & Medical
  - b. 413 Harassment & Violence
  - c. 417 Chemical Use & Abuse
9. Director Update
  - a. Enrollment/ADM 172/170.4
  - b. School Name Process
  - c. FY19 Budget Timeline
  - d. FY19 Staffing Process & Timeline
  - e. VOA Reauthorization Timeline
  - f. Smikis Foundation Grant
10. VOA authorizer input/update
11. Public Comments
12. Adjournment

**Mission**

*Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills and characteristics necessary for active citizenship throughout the world.*

# BOARD MEETING MINUTES- DRAFT

Monday 6:00 PM

Location of Meeting: Tesfa International School

Call to order: Helen Fisk, sitting in for the Board Chair, called to order the meeting at 6:03 PM on November 20, 2017

Board Members/Director Present or Absent:

Tanya Heifort (Board Chair/Community Member)	Present
Midi Hansen (Board Secretary/Community Member)	Present
Dillon Donnelly (Board Treasurer/Community Member)	Absent
Patrick Exner (Community Member)	Present
Helen Fisk (Community Member)	Present
Mike McFadden (Community Member)	Absent
Jonas Beugen (Director/Ex-officio)	Present
Mohamed Selim (Assistant Director/Ex-Officio)	Present

Guests and Community Members Present:

## Tesfa International School

**Mission:** Tesfa International School is committed to providing an equitable and empowering education for all. Our scholars will engage in a transdisciplinary curriculum supported by conceptual and inquiry based learning. Side-by-side with dedicated educators, scholars will develop the knowledge, skills, and characteristics necessary for active citizenship throughout the world.

**Vision:** Our students will be prepared for a successful transition to the most rigorous and challenging middle school programs. Through their experience at Tesfa, students will be held to the highest of standards both academically and socially, to prepare the students for college and careers, as well as with the leadership skills required of active and productive citizens in the 21st century. Through access and equity, students will follow a pathway to success for them and their communities.

## BOARD MEMBERSHIP

Subject	Board Membership
Discussion	A parent has voiced interest about being on the board and Tanya will forward his resume to us. He is invited to attend tonight and a background check will be conducted, if he is still interested.

## AGENDA and MINUTES

Subject	Approval of Agendas
Motion	Motion to approve the agenda with the discussed changes.

Made by	Helen Fisk	Seconded	Patrick Exner
Discussion	D. Testing question was added to the Director Update section and E. Name Change. Number 8 Mid-year Review was added. 9. VOA 10. Public Comments and 11. Adjournment		
Vote	Yea	4	Nay 0 Abstain 0
Decision	Motion passed unanimously.		

Subject	<b>Approval of the Minutes</b>		
Motion	Motion to approve the minutes as presented from October 30, 2017.		
Made by	Patrick Exner	Seconded	Helen Fisk
Discussion	None		
Vote	Yea	3	Nay 0 Abstain 1
Decision	Motion passed unanimously.		

## FINANCIAL REPORT

Subject	<b>October Financials</b>		
Motion	Motion made that the financial report be accepted as presented.		
Made by	Helen Fisk	Seconded	Patrick Exner
Discussion	The Director is concerned that some of the budget line items are going into the wrong categories. He is working on tracking down all the items and making sure that it is accurate. The Director has requested that the Business Office for Tesfa attend the board meeting but they did not. The financials are only getting to the Director a few days before the packet is sent to the Board members. It ends up containing errors and appears to be sloppy work on their behalf. Patrick recommend that there be a weekly meeting with the Business office until the Director feels that he is fully versed in all elements of the budget. In summation, the October numbers appear to be in good shape.		
Vote	Yea	4	Nay 0 Abstain 0
Decision	Motion passed unanimously.		

Subject	<b>FY 18 Budget</b>		
Motion	Motion made to approve the revised budget.		
Made by	Patrick Exner	Seconded	Helen Fisk
Discussion	The Director presented a Budget Revision Planning Document based on questions raised at last month's Board Meeting. The document listed the question, the required action and the current status for each issue. There was discussion around each issue. The budget is conservative in many areas, and Jonas feels good about it. His biggest concern is the actual starting fund balance. The Director will contact the Audit team and will try to get them to present at the December Board Meeting. It was recommended that the Director email the Board Treasurer, so that we are able to track the expenses and the categorizing of them.		
Vote	Yea	4	Nay 0 Abstain 0
Decision	Motion passed unanimously.		

Subject	<b>Community Outreach Coordinator Job Description</b>		
Motion	Motion to approve the job description with the removal of "ability to work with a diverse student population" from Preferred Qualifications. It now only appears under Required Qualifications.		
Made by	Helen Fisk	Seconded	Patrick Exner
Discussion	Added 2 years of college education, 4 years of college added to preferred qualifications as well as being Bilingual.		
Vote	Yea	4	Nay 0 Abstain 0

<b>Decision</b>	Motion passed unanimously.
-----------------	----------------------------

<b>Subject</b>	<b>Personnel Recommendation</b>						
<b>Motion</b>	Motion to approve the personnel recommendation.						
<b>Made by</b>	Helen Fisk	<b>Seconded</b>		Midi Hansen			
<b>Discussion</b>							
<b>Vote</b>		<b>Yea</b>	4	<b>Nay</b>	0	<b>Abstain</b>	0
<b>Decision</b>	Motion passed unanimously.						

**POLICY REVIEW**

<b>Motion</b>	<b>Policies 210, 402, 404 and 406</b>						
<b>Motion</b>	Motion to approve Policies 210, 402, 404 and 406 as presented.						
<b>Made by</b>	Helen Fisk	<b>Seconded</b>		Midi Hansen			
<b>Discussion</b>							
<b>Vote</b>		<b>Yea</b>	4	<b>Nay</b>	0	<b>Abstain</b>	0
<b>Decision</b>	Motion passed unanimously.						

**DIRECTOR UPDATE**

<b>Subject</b>	<b>Enrollment</b>
<b>Discussion</b>	The ADM is 175/173.75.

<b>Subject</b>	<b>VOA site visit</b>
<b>Discussion</b>	VOA has changed their process. Now they begin with Tesfa giving a self-evaluation, and then they analyze, with the school, their scores, and the reasons supporting their score. The second evaluation is scheduled for some time in December.

<b>Subject</b>	<b>Family Night Report</b>
<b>Discussion</b>	Jonas shared that the Family Night was very successful. There were over 100 people who attended. There are pictures on the website; that is currently being updated.

<b>Subject</b>	<b>Testing Information</b>
<b>Discussion</b>	The staff is discussing using backwards planning to help prepare for the required state assessments. Teachers took the MCA sampler in order to understand Depth of Knowledge level 1 and 2 type questions. They used the experience to help them understand the state tests and how the standards will fit with their cycles of inquiry.

<b>Subject</b>	<b>Name Change</b>
<b>Discussion</b>	The seed was planted with the staff about changing the name and the Leadership is looking into making the change over the summer. Tanya requested a process and a timeline for the name change, so that it is completed by next year. This will become a regular agenda item, so that we can stay on top of it.

<b>Subject</b>	<b>Mid-year review</b>
----------------	------------------------

Discussion	Helen suggested that the Board give the staff a survey and parents to get their opinion on the Director's job performance. It was recommended that it happen sooner rather than later so that Jonas can receive the feedback. Patrick recommended that the Staff and Board do the mid-year review and parents do a Spring survey. The survey to the staff would be relatively general and would focus on the staff's feelings about how it is going for them at Tesfa. The mid-year review and results would be completed by the December meeting. Tanya will draft a process for the Director evaluation and it will be presented to the board in December.
------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**AUTHORIZER INPUT**

Subject	<b>None</b>
Discussion	

**PUBLIC COMMENTS**

Subject	<b>None</b>
Discussion	

**ADJOURNMENT**

Motion	Motion to adjourn the school board meeting at 7:12pm.						
Made by	Midi Hansen	Seconded	Helen Fisk				
Discussion							
Vote		Yea	4	Nay	0	Abstain	0
Decision	Motion passed unanimously.						



4239- TESFA International School YTD Budget vs. Actual 11/30/2017					
PROJECTED ENROLLMENT: 170 ADM		TRACKING PERIOD		JULY-NOVEMBER	
		BENCHMARK		42%	
UFARS	YTD REVENUES & EXP. BY PR	FY 2017-2018 REVISED BUDGET	YTD REVENUES & EXPENDITURES- 11/30/2017	YTD BALANCE	% YTD RECEIVED/SPENT BENCHMARK
<b>GENERAL FUND REVENUE SOURCES:</b>					
348-300	LEASE AID	201,042	87,042	114,000	43%
000-211	STATE GEN EDUCATION AID	1,681,089	643,864	1,037,225	38%
740-360	SPECIAL ED - STATE	218,440	65,303	153,137	30%
401-400	TITLE I	49,150		49,150	0%
414-400	TITLE II	7,111		7,111	0%
417-400	TITLE III	9,800	-	9,800	0%
419-400	FEDERAL SPEC ED	20,000		20,000	0%
452-400	FEDERAL GRANT- IMPL II	93,567	39,777	53,790	43%
000-649	FOOD SERVICE TRANSFER	(12,000)	(12,000)	-	100%
000-099	E-RATE	10,000		10,000	0%
000-099	MISC GRANTS	8,500		8,500	0%
<b>TOTAL GEN FUND REVENUE</b>		<b>2,286,699</b>	<b>823,986</b>	<b>1,462,713</b>	<b>36%</b>
<b>GEN FUND EXPENDITURES:</b>					
<b>SCHOOL SUPPORT SERVICES (000-199)</b>					
100-200'S	ADMIN. STAFF SALARIES & BENEFITS	354,592	148,874	205,718	42%
000-305	CONTRACTED SERVICES	141,600	75,120	66,480	53%
000-320	COMMUNICATION SERVICES	8,000	4,331	3,669	54%
000-329	POSTAGE AND PARCEL SERVICES	1,000	757	243	76%
000-366	STAFF TRAINING	1,000		1,000	0%
000-401	GENERAL SUPPLIES- NON INSURANCE	8,000	1,041	6,959	13%
000-401	GENERAL SUPPLIES- UNIFORMS	10,000	9,513	487	95%
000-530	EQUIPMENT	-		-	0%
000-555	TECHNOLOGY EQUIPMENT	4,600	2,199	2,401	48%
000-820	DUES & MEMBERSHIP & FEES	27,000	10,165	16,835	38%
000-899	MISCELLANEOUS	-		-	0%
<b>TOTAL</b>		<b>555,792</b>	<b>251,999</b>	<b>303,793</b>	<b>45%</b>
<b>REGULAR INSTRUCTION (200-299)</b>					
100-200'S	INSTRUCTIONAL SALARIES	758,989	308,724	332,399	41%
000-305	CONTRACTED SERVICES-	30,050	18,299	11,751	61%
000-430	INSTRUCTIONAL MATERIALS	20,000	16,409	3,591	82%
000-460	TEXTBOOKS & WORKBOOKS			-	
000-461	TESTING SERVICES	500		500	0%
000-470	MEDIA BOOKS & RESOURCES	-		-	0%
000-530	EQUIPMENT			-	0%
000-555	TECHNOLOGY EQUIPMENT	3,600	2,391	1,209	66%
<b>TOTAL</b>		<b>813,139</b>	<b>345,824</b>	<b>349,450</b>	<b>43%</b>



4239-TESFA International School YTD Budget vs. Actual 11/30/2017					
PROJECTED ENROLLMENT: 170 ADM		TRACKING PERIOD		JULY-NOVEMBER	
		BENCHMARK		42%	
UFARS	FED REVENUES & EXP. BY PR	FY 2017-2018 REVISED BUDGET	YTD REVENUES & EXPENDITURES- 11/30/2017	YTD BALANCE	% YTD RECEIVED/SPENT
<b>SPECIAL EDUCATION INSTRUCTION (400-499)</b>					
100-200'S	STAFF SALARIES & BENEFITS	171,611	72,131	99,480	42%
305	CONTRACTED SERVICES	65,000	38,785	26,215	60%
430	SPEC ED SUPPLIES	4,600		4,600	0%
530	EQUIPMENT	1,000		1,000	0%
555	TECH EQUIPMENT	500		500	0%
	<b>TOTAL</b>	<b>242,711</b>	<b>110,916</b>	<b>131,795</b>	<b>46%</b>
<b>INSTRUCTIONAL SUPPORT SERVICES: (600-699)</b>					
100-200's	SALARIES-	-		-	0%
401	TRAINING MATERIALS			-	
366	TRAINING, TRAVEL, CONVEN.	15,000	14,237	763	95%
0	STAFF TUITION REIMBURSEME	-	-	-	0%
	<b>TOTAL</b>	<b>15,000</b>	<b>14,237</b>	<b>763</b>	<b>95%</b>
<b>PUPIL SUPPORT SERVICES ( 700-799)</b>					
100-200	SALARIES	112,428	47,295	65,133	42%
305	CONTRACTED SERVICES- HE	6,025	1,045	4,980	17%
360	PUPIL TRANSPORTATION	274,000	72,700	201,300	27%
360	SPEC ED TRANSPORTATION			-	
555	TECH EQUIPMENT	-	-	-	0%
899	MISC OTHER EXPENSE				
	<b>TOTAL</b>	<b>392,453</b>	<b>121,040</b>	<b>271,413</b>	<b>31%</b>
<b>SITE, BLDG, &amp; EQUIPMENT (800-899)</b>					
100-200's	PERSONNEL COSTS	-	-	-	0%
305	CONTRACTED SERVICES-	28,625		28,625	0%
330	UTILITY SERVICES	19,200	7,284	11,916	38%
350	REPAIRS & MAINTENANCE	10,000	8,683	1,317	87%
370	OPERATING LEASES- COPIERS	20,000	8,108	11,892	41%
370	CAM PAYMENTS-DEPOSIT	5,000	2,080	2,920	42%
370	BLDG LEASE	228,380	83,883	144,497	37%
401	CUSTODIAL SUPPLIES	2,000	6,181	(4,181)	309%
520	LEASEHOLD IMPROVEMENTS	-		-	0%
530	EQUIPMENT	1,000	627	373	63%
555	TECH EQUIPMENT	-		-	0%
	<b>TOTAL</b>	<b>314,205</b>	<b>116,846</b>	<b>197,359</b>	<b>37%</b>
<b>FISCAL &amp; OTHER FIXED COSTS (900-999)</b>					
000-340	INSURANCE	13,500	1,709	11,791	13%
000-740	PRINCIPAL PAYMENT			-	
000-741	INTEREST	1,100	1,922	(822)	175%
	<b>TOTAL</b>	<b>14,600</b>	<b>3,631</b>	<b>10,969</b>	<b>25%</b>
	<b>TOTAL EXPENDITURES- GEN F</b>	<b>2,347,900</b>	<b>964,493</b>	<b>1,383,407</b>	<b>41%</b>
	<b>GENERAL FUND PROFIT (LOSS)</b>	<b>(61,201)</b>	<b>(140,506)</b>	<b>79,305</b>	
701-472	FOOD SERVICE REVENUE	113,475	36,060	77,415	32%





4239-TESFA International School YTD Budget vs. Actual 11/30/2017					
PROJECTED ENROLLMENT: 170 ADM		TRACKING PERIOD		JULY-NOVEMBER	
		BENCHMARK		42%	
UFARS	YTD REVENUES & EXP. BY PR	FY 2017-2018 REVISED BUDGET	YTD REVENUES & EXPENDITURES- 11/30/2017	YTD BALANCE	% YTD RECEIVED/SPENT
000-649	GENERAL FUND TRANSFER	12,000	12,000	-	100%
		125,475	48,060	77,415	
701-490	FOOD SERVICE EXPENDITURE	126,478	49,893	76,585	39%
	<b>FOOD SERVICE FUND BALANCE</b>	<b>(1,003)</b>	<b>(1,833)</b>	<b>-</b>	
	<b>TOTAL EXPENDITURES- ALL FUNDS</b>	<b>2,474,378</b>	<b>1,014,386</b>	<b>1,459,992</b>	<b>41%</b>
	<b>CURRENT YEAR FUND BALANCE</b>	<b>(62,204)</b>			
	<b>ADD: FUND BALANCE, BEG</b>	<b>356,903</b>	6/30/2017		
	<b>FUND BALANCE, ENDING</b>	<b>294,699</b>	6/30/2018		
	<b>Fund Balance Percentage</b>	<b>12%</b>			
	<b>MDE Hold-back 10%</b>	<b>228,670</b>			



**TESFA INTERNATIONAL SCHOOL  
CHECK REGISTER  
11/30/2017**

CHK #	CHK DATE	VENDOR	AMOUNT
10957	11/2/2017 00:00:00	HEALTH PARTNERS	\$ 21,564.03
10958	11/2/2017 00:00:00	INTEGRATIVE THERAPY, LLC	\$ 1,974.00
10959	11/2/2017 00:00:00	Office Depot	\$ 265.39
10960	11/2/2017 00:00:00	PK PROPERTY SERVICES . LLC	\$ 701.69
10961	11/2/2017 00:00:00	PERA	\$ 1,212.30
10962	11/6/2017 00:00:00	DONE RIGHT FOODS SERVICES, IN	\$ 18,955.39
10963	11/6/2017 00:00:00	FIRST LUTHERAN CHURCH	\$ 22,984.84
10964	11/6/2017 00:00:00	TEACHERS PAY TEACHERS	\$ 25.98
10965	11/6/2017 00:00:00	TeachersASAP	\$ 666.39
10966	11/6/2017 00:00:00	ULINE	\$ 53.29
10967	11/6/2017 00:00:00	WordPlay Speech & Language Serv	\$ 1,406.79
10968	11/16/2017 00:00:00	BUSINESS MANAGEMENT OFFICE,	\$ 3,166.67
10969	11/16/2017 00:00:00	CORY ORMAN	\$ 1,000.00
10970	11/16/2017 00:00:00	DONALD'S	\$ 2,984.15
10971	11/16/2017 00:00:00	DONALD'S	\$ 424.45
10972	11/16/2017 00:00:00	ELENA HANSON	\$ 15.56
10973	11/16/2017 00:00:00	HEALTH PARTNERS	\$ 12,688.56
10974	11/16/2017 00:00:00	HENNEPIN COUNTY MEDICAL CEN	\$ 1,445.00
10975	11/16/2017 00:00:00	INTEGRATIVE THERAPY, LLC	\$ 966.00
10976	11/16/2017 00:00:00	Office Depot	\$ 141.47
10977	11/16/2017 00:00:00	Office Depot	\$ 152.03
10978	11/16/2017 00:00:00	PK PROPERTY SERVICES . LLC	\$ 765.58
10979	11/16/2017 00:00:00	PK PROPERTY SERVICES . LLC	\$ 726.87
10980	11/16/2017 00:00:00	PROMETHEAN INC	\$ 89.00
10981	11/16/2017 00:00:00	SCHOOL SPECIALTY	\$ 13.62
10982	11/16/2017 00:00:00	TEACHERS ON CALL	\$ 884.00
10983	11/16/2017 00:00:00	TeachersASAP	\$ 1,918.41
10984	11/16/2017 00:00:00	TECHNOLOGY BY DESIGN LLC	\$ 2,225.00
10985	11/16/2017 00:00:00	WordPlay Speech & Language Serv	\$ 2,240.25
10986	11/22/2017 00:00:00	BILLIE BUS	\$ 2,500.00
10987	11/22/2017 00:00:00	CONSOLIDATED COMMUNICATION	\$ 436.79
10988	11/22/2017 00:00:00	DONALD'S	\$ 340.20
10989	11/22/2017 00:00:00	HOUGHTON MIFFLIN	\$ 2,511.40
10990	11/22/2017 00:00:00	MN CHILDREN'S MUSEUM	\$ 390.00
10991	11/22/2017 00:00:00	PERA	\$ 1,503.97
10992	11/22/2017 00:00:00	PURCHASE POWER	\$ 265.24
10993	11/22/2017 00:00:00	Unum Life Insurance Company of Am	\$ 770.53
10994	11/22/2017 00:00:00	WordPlay Speech & Language Serv	\$ 2,094.55
<b>TOTAL</b>			<b>\$ 112,469.39</b>



4239- TESFA  
Cash Flow Analysis  
FY 2017-2018

2017	Estimated Receipts By Category						Total Revenues
	FY 2017-2018 State Gov.	FY 16-17 Hold-Back	FY 2017-2018 Federal Sped/Title I Programs	Other Local Receipts	Debt & Other Financing	FY 2017-2018 Federal Grant	
Jul 1-15	61,250						61,250
Jul 16-31	47,225						47,225
Aug 1-15	54,303	215,115		(150,000)			54,303
Aug 16-31	54,303						119,478
Sep 1-15	56,020	73,905					54,303
Sep 16-30	54,250						129,993
Oct 1-15	103,348	75,446					139,252
Oct 16-31	60,421						179,094
Nov 1-15	133,613						60,421
Nov 16-30	69,799		30,200				152,613
Dec 1-15	69,799						99,999
Dec 16-31							69,799
<b>2018</b>							
Jan 1-15	69,799	3,164					72,963
Jan 16-31	69,799		20,300				90,099
Feb 1-15	69,799						69,799
Feb 16-28	69,799						69,799
Mar 1-15	69,799						69,799
Mar 16-31	69,799						69,799
Apr 1-15	69,799						69,799
Apr 16-30	69,799	7,051					77,750
May 1-15	69,799		19,306				89,305
May 16-31	69,799						69,799
Jun 1-15	69,799						69,799
Jun 16-30	69,799						69,799
<b>2017</b>	<b>1,680,330</b>	<b>375,901</b>	<b>70,008</b>	<b>(150,000)</b>	<b>85,002</b>	<b>2,061,239</b>	

1848771  
77032,125

2017	School Disbursements				Estimated Ending Cash Balance
	FY 2017-2018 Payroll Outlays	FY 2017-2018 General Outlays	FY 2017-2018 Fed. Grant Outlays	Total Disbursements	
Jul 1-15	35,802	46,602	-	82,404	172,358
Jul 16-31	35,201	28,902	-	64,703	154,880
Aug 1-15	36,504	61,205	-	96,406	112,777
Aug 16-31	36,504	25,603	-	62,107	170,148
Sep 1-15	36,504	53,203	-	89,707	134,744
Sep 16-30	36,504	28,501	-	65,005	199,732
Oct 1-15	36,504	45,203	-	81,707	257,277
Oct 16-31	36,504	85,026	-	121,530	314,841
Nov 1-15	36,504	45,206	-	81,710	293,552
Nov 16-30	36,504	55,203	-	91,707	359,458
Dec 1-15	36,504	35,601	-	72,105	387,352
Dec 16-31	36,504	33,602	-	70,106	387,045
<b>2018</b>					
Jan 1-15	36,504	35,201	-	71,705	388,303
Jan 16-31	36,504	65,204	-	101,708	376,694
Feb 1-15	36,504	36,902	-	73,406	373,087
Feb 16-28	36,504	38,502	-	75,006	367,880
Mar 1-15	36,504	55,203	-	91,707	345,972
Mar 16-31	36,504	45,209	-	81,713	334,058
Apr 1-15	36,504	85,410	-	121,914	281,943
Apr 16-30	36,504	65,201	-	101,705	257,988
May 1-15	36,504	75,201	-	111,705	235,588
May 16-31	36,504	85,407	-	121,911	183,476
Jun 1-15	36,504	95,801	-	132,305	120,970
Jun 16-30	36,504	85,406	-	121,910	68,859
<b>2017</b>	<b>873,388</b>	<b>1,312,504</b>	<b>-</b>	<b>2,185,892</b>	<b>\$ 193,512</b>

1848771  
77032,125





**4239-TESFA International School**  
**Balance Sheet**  
**Nov-17**

Fund	Acct	Sub Acct	Description	Amount
<b>GENERAL FUND</b>				
01	101	004	CASH / GENERAL	\$ 343,813.00
01	101	001	CASH / MAIN CHECKING	\$ -
01	101	002	CASH / SAVINGS	\$ -
01	101	009	CASH / PAYROLL DATA	
01	104	000	INVESTMENTS	\$ -
01	115	000	Accounts Receivable	\$ -
01	116	000	Interest Receivable	\$ -
01	118	000	Due From Other Funds	\$ -
01	120	000	DUE FROM OTHER MN SCHOOLS	
01	121	000	DUE FROM CFL	\$ -
01	122	000	DUE FROM FED THRU CFL	\$ 16,220.00
01	131	000	PREPAID EXPENDITURES & DEPOSIT	\$ -
01	201	000	SALARIES AND WAGES PAYABLE	
01	202	000	SHORT-TERM INDEBTEDNESS	\$ -
01	205	000	Due To Other Funds	
01	206	000	ACCOUNTS PAYABLE-OTHER	\$ -
01	208	000	Interest Payable	
01	209	000	OTHER CURRENT LIABILITIES	\$ -
01	210	000	DUE TO OTHER MN SCHOOLS	
01	215	000	PAYROLL DEDUCTS / GENERAL	\$ (3,130.00)
01	230	000	Deferred Revenue	\$ -
01	422	000	UNRESERVED FUND BALANCE	\$ (356,903.00)
<b>FOOD SERVICE FUND</b>				
02	101	000	CASH / GENERAL	\$ -
02	120	000	DUE FROM OTHER MN SCHOOLS	
02	121	000	DUE FROM CFL	\$ -
02	122	000	DUE FROM FED THRU CFL	\$ -
02	205	000	Due To Other Funds	\$ -
02	206	000	ACCOUNTS PAYABLE-OTHER	\$ -
02	422	000	UNRESERVED FUND BALANCE	\$ -



**Personnel Recommendations:**

*The following personnel items are recommended for the approval at the December 11, 2017 school board meeting.*

**Licensed Staff:**

Andrea Beauchamp 1.0 FTE Classroom Teacher @ \$40,894.00 Effective 1/3/2018

**Independent Contract:**

Andrea Beauchamp \$1,500.00 November 27, 2017 - December 19, 2017





## **TESFA INTERNATIONAL SCHOOL Board Meeting Schedule 2018**

To: Tesfa International School Board of Directors  
From: Jonas Beugen, Executive Director  
Date: December 8, 2017

Background: Revision of board meeting dates outlined below is requested by the finance committee. The driver of the recommended changes is to provide the finance committee adequate time to review and adjust financial reports from the previous month prior to the board packet being sent out each month.

<b>Currently Scheduled</b>	<b>Recommendation</b>
▪ January 8, 2018	▪ January 22, 2018 (15 <sup>th</sup> is MLK Day)
▪ February 12, 2018	No Change
▪ March 12, 2018	No Change
▪ April 9, 2018	▪ April 16
▪ May 14, 2018	No Change
▪ June 4, 2018 Annual Meeting	▪ June 11





**TESFA INTERNATIONAL SCHOOL  
FAMILY AND MEDICAL LEAVE POLICY (410)**

**I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to Tesfa International School employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

**II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by Tesfa International School, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

**III. DEFINITIONS**

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. "Covered service member" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

C. "Eligible employee" means an employee who has been employed by Tesfa International School for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act

(USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning Tesfa International School's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to:
  - 1. a military medical treatment facility as an outpatient; or
  - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
  - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  - 2. to attend military events and related activities of a covered military

member;

3. to address issues related to childcare and school activities of a covered military member's child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to fifteen calendar days with a covered military member who is on short term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address parental care needs; and
  9. to address other events related to a covered military member that both the employee and Tesfa International School agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

#### IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, 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 and to care for such 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; and/or
  - e. 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.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. 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.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
  - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - b. a "serious injury or illness," in the case of a covered veteran who

Nicole Nelson 11/22/2016 9:57 AM

**Comment [1]:** Statement not included in new policy revision

was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by Tesfa International School are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child 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 Tesfa International 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; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of Tesfa International 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, Tesfa International School 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.

8. 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.
9. If Tesfa International School has reason to doubt the validity of a health care provider's certification, it may require a second opinion at Tesfa International School's expense. If the opinions of the first and second health care providers differ, Tesfa International School may require certification from a third health care provider at Tesfa International 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.
10. Requests for leave shall be made to Tesfa International School. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to Tesfa International School of the need for leave. For all other leaves, 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 Tesfa International School, subject to and in coordination with the health care provider.
11. Tesfa International School may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, Tesfa International School may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, Tesfa International 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. An employee who does not return to work after the leave may be required, in some situations, to reimburse Tesfa International School for the cost of the health plan premiums paid by it.

13. Tesfa International School 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. The director shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

Tesfa International School shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy 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.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For

leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during single 12-month period. For purposes of this leave, the need to care for a servicemember 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 under Paragraphs IV.A. and IV.C. above.
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 servicemember and ends 12 months after that date.
4. Eligible spouses employed by Tesfa International School 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 servicemember with a serious injury or illness.
5. Tesfa International School may 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 servicemember 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.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

## V. 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, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 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, Tesfa International 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, Tesfa International 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, Tesfa International 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. Tesfa International School will continue to fulfill Tesfa International 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.

#### **VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and Tesfa International School regarding family and medical leaves (if any) shall be followed.

#### **VII. DISSEMINATION OF POLICY**

- A. This policy shall be conspicuously posted in Tesfa International School building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

*Adopted: 10/7/14*

*Revised: 12/5/2016*

**TESFA INTERNATIONAL SCHOOL  
HARASSMENT AND VIOLENCE POLICY (413)**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of Tesfa International School is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Tesfa International School prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. Tesfa International School will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.



### III. DEFINITIONS

- A. "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.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability 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. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
    - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
    - b. has a record of such an impairment; or
    - c. is regarded as having such an impairment.
  2. "Familial status" means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor's legal guardian; or

- b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. 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 employment or 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 student(s) by teachers, administrators, or other school district 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.

G. 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.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall

inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates \_\_\_\_\_ as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the

school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to

address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, 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, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. 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.

## **IX. 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 the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students

and employees.

- E. The school district 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.

*Adopted: 10/7/14*

*Reviewed: 12/5/16*

## **TESFA INTERNATIONAL SCHOOL CHEMICAL USE AND ABUSE (417)**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances and controlled substances without a physician's prescription.

### **II. GENERAL STATEMENT OF POLICY**

- A. Use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with Tesfa International School policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. It is the policy of Tesfa International School to provide an instructional program in every school in chemical abuse and the prevention of chemical dependency as necessary and appropriate.
- C. Tesfa International School shall establish and maintain in every school a chemical abuse preassessment team. The Student Assistance Team for the school shall act in this capacity. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- E. Tesfa International School shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces as appropriate and necessary.

### **III. DEFINITIONS**

- A. "Chemical abuse" means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student's normal function in academic, school, or social activities is chronically impaired.
- B. "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in Tesfa International School's Drug-Free Workplace/Drug-Free School policy.
- C. "School location" includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school



property at any schoolsponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of Tesfa International School; or during any period of time such employee is supervising students on behalf of Tesfa International School or otherwise engaged in Tesfa International School business.

#### IV. STUDENTS

##### A. Instruction

1. The school shall provide an instructional program in chemical abuse and the prevention of chemical dependency as appropriate and necessary. Tesfa International School may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.
2. For instruction deemed necessary and appropriate, each school shall have age-appropriate and developmentally based activities that:
  - a. address the consequences of violence and the illegal use of drugs, as appropriate;
  - b. promote a sense of individual responsibility;
  - c. teach students that most people do not illegally use drugs;
  - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
  - e. teach students about the dangers of emerging drugs;
  - f. engage students in the learning process; and
  - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. The school may have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.
4. The school shall disseminate drug and violence prevention information within the school and to the community as appropriate.

5. The school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention as appropriate.
6. As appropriate, the school shall have drug and violence prevention activities that may include the following:
  - a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
  - b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.
  - c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.
  - d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
  - e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

**B. Reports of Chemical Use and Abuse**

1. In the event that a Tesfa International School employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:
  - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until

the administrator arrives.

- b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
  - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
  - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by Tesfa International School officials shall be in accordance with school board policies regarding search and seizure.
  - e. Tesfa International School will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
2. If a Tesfa International School employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
- a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
  - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.

3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. §121A.40-121A.56, and proposed for expulsion.
4. Searches by Tesfa International School officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

1. Every school shall have a chemical abuse preassessment team designated by the superintendent or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law and regulations.
2. Destruction of Records
  - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
  - b. If the team decides to provide the student and, in the case

of a minor or a dependent student, the student's parents with such information, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled at Tesfa International School.

- c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. § 138.163.

E. Consent

Any minor may give effective consent for medical, mental and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

F. School and Community Advisory Team

1. The Director, with the advice of the school board, may establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.
2. The advisory team shall:
  - a. build awareness of the problem within the community, identify available treatment and counseling programs for students and develop good working relationships and enhance communication between the schools and other community agencies; and
  - b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

V. **EMPLOYEES**

- A. The Director shall undertake and maintain a drug-free awareness and prevention program to inform employees, students and others about:

1. The dangers and health risks of chemical abuse in the workplace/school.
  2. Tesfa International School's drug-free workplace/drug-free school policy.
  3. Any available drug or alcohol counseling, treatment, rehabilitation, reentry and/or assistance programs available to employees and/or students.
- B. The Director shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.

*Adopted: 10/7/14*

*Revised:*

