

Regular School Board Meeting

Monday, June 24, 2024 7:00 PM

Conference Room 1148 MS/HS, 1401 7th St SW, Pipestone, MN 56164

1. Call to Order

2. Pledge of Allegiance

3. Approval of Agenda

3.1. Additions

3.1.1. Consider Approval of Solar Field Partnership with Sioux Valley Energy (10.13)

3.1.2. First Reading of Policies 406 - Public and Private Personnel Data; 410 - Family and Medical Leave; 413 - Harassment and Violence and Form; 506 - Student Discipline and Forms; 507- Corporal Punishment and Prone Restraint; 507.5 - School Resource Officers; 514 - Bullying Prohibition; 515 - Protection and Privacy of Pupil Records and Form; 524 - Internet Acceptable Use and Safety and Form; 534 - School Meals; 601 - School District Curriculum and Instruction Goals; 603 - Curriculum Development; 708 - Transportation of Nonpublic School Students; 806 - Crisis Management Policy (9.4)

4. Public Comment

5. Presentation

6. Consent Agenda

6.1. Approval of May 20, 2024 Regular Minutes

6.2. Approval of May 28, 2024 Special Minutes

6.3. Approval of Personnel - Contracts, Resignations, Subs, Volunteers, Other

7. Financials

7.1. Review of Budget Year-to-Date

7.2. Approve Treasurer's Report for May 31, 2024

7.3. Approve 2023A Bonds Treasurer's Report for May 31, 2024

7.4. Approve Regular Bills for June

7.5. Approve High School Activity Bills for June

7.6. Approve 2023A Bond Bills

8. Informational Items

8.1. Board Members Report

8.2. Superintendent's Report

9. Discussion Items

9.1. First Reading of the 24-25 Little Arrows
Preschool Handbook

9.2. First Reading of the 24-25 Elementary Handbook

9.3. First Reading of the 24-25 Activity Handbook

9.4. First Reading of Policies 406 - Public and
Private Personnel Data; 410 - Family and Medical
Leave; 413 - Harassment and Violence and Form;
506 - Student Discipline and Forms; 507- Corporal
Punishment and Prone Restraint; 507.5 - School
Resource Officers; 514 - Bullying Prohibition;
515 - Protection and Privacy of Pupil Records and
Form; 524 - Internet Acceptable Use and Safety
and Form; 534 - School Meals; 601 - School
District Curriculum and Instruction Goals; 603 -
Curriculum Development; 708 - Transportation of
Nonpublic School Students; 806 - Crisis
Management Policy

10. Action Items

10.1. Resolution Accepting Donations to High
School Activities

10.2. Approve Food Service Management Contract
and MOU with Taher

10.3. Approve Obsolete Band Items

10.4. Resolution Establishing Dates for Filing
Affidavits of Candidacy

10.5. Resolution Relating to the Election of
School Board Members and Calling the School
District General Election

10.6. Education Identity and Access Management
Board Resolution

10.7. Approve Garbage and Recycling Proposal
for 2024-2025

10.8. Approve Membership to MSBA for 2024-2025

10.9. Approve Membership to MREA for 2024-2025

10.10. Approve 24-25 Resolution for Membership
to MSHSL

10.11. Approve 2024-2025 Literacy Plan

10.12. Approve FY25 Budget

10.13. Consider Approval of Solar Field
Partnership with Sioux Valley Energy

11. Adjournment

Minutes of the Regular School Board Meeting Pipestone Area Schools

A Regular School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Monday, May 20, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS.

Members Present: Daphne Likness, Katie Wiese, Mark Hiniker, Tyler Fruechte, and Chrissy DeBates. Absent: Brad Carson and Lance Oye. Also present: Jacque Kennedy, Klint Willert, Jennifer Moravetz, Sonja Ortman, and Deb Peschon.

Visitors Present: Reggie Gorter, Carter Vogel, Michelle Powers, Nancy Stiles, Stacy Popma, Emily Williamson, Jodie Minet, Jen Zupp, Kyle Kuphal, and Josh Stukel.

Call to Order: Acting Chair Wiese called the meeting to order at 7:00pm.

Pledge of Allegiance

Approval of Agenda

Additions:

Set Dates for Committee Meetings (Negotiations, Policy, Finance, Other)

Motion by DeBates, second by Likness, approved the agenda as presented. Motion carried unanimously.

Public Forum: Reggie Gorter spoke on behalf of a community band seeking the district to waive fees to use the band room for practice.

Presentation

Consent Agenda

Approve Minutes of the Regular School Board Meeting of April 22, 2024:

Personnel Report: Action Required (new subs, contracts, resignations, volunteers):

Personnel report – Leonard Burzynski, maintenance director; Matt Derby, night custodian; Sean Kallevig, social studies teacher; Amanda Hussein, 4th grade teacher; Shawn Geigle, 6th grade teacher; Madeline Kranzler, elementary social worker; Selestia Nissen, Title (4-5); Sidney Hilsabeck, Title (2-3); Laurie Fruechte, speech retire/rehire; Monica Kennedy, Art, retire/rehire; Lisa Pease, CTL Director; Jennifer Moravetz, elementary principal; letter of resignation from Marshawn Robinson, night custodian; Heather Bartholomew, elementary SpEd teacher; Michelle Neece, MS EL Paraprofessional. Motion by Likness, second by DeBates, approved all items in the Consent Agenda. Motion carried unanimously.

Financials

Review of Budget Year-to-Date: The budget year-to-date shows expenditures as of May 20, 2024 at \$11,452,357.90 or 76%. This was non-action.

Approve Treasurer's Report for April 2024: The treasurer's report for month ended April 30, 2024 shows a cash balance of \$9,156,790.43. Motion by DeBates, second by Fruechte, approved the treasurer's report for April. Motion carried unanimously.

Approve 2023A Bonds Treasurer's Report for April 2024: The MN Trust 2023A Bonds treasurer's report for month ended April 30, 2024 has a cash balance of \$2,817,754.45. Motion by Fruechte, second by Likness, approved the 2023A bonds treasurer's report. Motion carried unanimously.

Approve Regular Bills for May: Regular bills paid through May 13, 2024 totaled \$507,205.17. Motion by Hiniker, second by DeBates, approved payment of the regular bills. Motion carried unanimously.

Approve High School Activity Bills for May: High school activity bills paid through May 14, 2024 totaled \$21,762.75. Motion by Likness, second by Fruechte, approved payment of the high school activity bills. Motion carried unanimously.

Board Forum/Information

Board Reports and Updates: Carson and Wiese attended National Honor Society, and DeBates attended the FFA Banquet.

Administrator's Report

Superintendent's Board Report :

1. Property Insurance – Liberty Mutual, our current carrier, has noted they will no longer cover the district for insurance. We have been working with our insurance agent on some alternatives and filling out questionnaires related to the district facilities and operations. One point of information I found particularly interesting in a recent webinar update from MSBA is some districts are struggling to find carriers to cover them due to the age of their facility roofing. One of the questions on a recent inquiry asked about the age of our roof. I think

this reinforces that we are making the right decision of emphasizing roof replacement as we go forward. Additionally, we are expecting a pretty significant increase in the costs for property insurance.

2. Roof Update – I have been in communication with Tremco about some short-term temporary repairs for the areas where our MS/HS roof has experienced the most significant leaking. Tremco was sending someone out this week to assess the needs for temporary repairs and will get us some information once they have assessed the need.
3. Solar Farm – The district has been approached by Sioux Valley Energy about installing a solar farm. Apparently, much of the infrastructure is in place from the old turbine. However, they would need to have a location and plan going forward. I have some questions about the panels, maintenance, insurance, disposal, replacement, and others as we consider this venture. We are working to schedule a committee meeting with representatives from Sioux Valley to address this opportunity.
4. Budget Work – The budget is coming together for the next fiscal year. Jacque has been working incredibly hard and helping everyone through the process.
5. Child Nutrition Service Bids – We are in the process of finalizing the review of the child nutrition service bids. We had 3 organizations provide responses to our call for bids – Taher, LunchTime Solutions, and Chartwell. I anticipate we will need a special meeting to act on the final recommendation yet this month.
6. Fire/Arson Investigation – On the late evening of May 11, the district was the victim of arson. Two porta-potties on the north side of the school building were ignited. The toilets, as well as the concrete and cement block structure they sit in were destroyed and damaged beyond repair. We have been working with the insurance company and gathering information they have requested regarding the damage and loss. We have also been working with the police and have provided them access to camera footage of the event. I am awaiting a final investigation report. Once the investigation is finalized, the district will consider the necessary consequences per board policy which may include suspension and/or expulsion.
7. Health Insurance – We worked closely with Kozlowski's again as we worked to identify health insurance providers. The insurance subcommittee reviewed the bids received and decided to remain with Health Partners. We have had our open enrollment meetings for staff.
8. Special Education Director – The coop is reassigning special education directors. Tish Kalla has been a great support for Pipestone Area. However, due to reassignments, she is going to be reassigned and our new director for the 2024-25 school year will be McKenzie Helgeson. We will welcome her as she begins her new assignment.
9. Fire Marshal – We have worked with the fire marshal throughout the year to address issues that surfaced in the review of the district. We have addressed doors, updated some information, and have directed staff to remove and/or no longer hang flammable items from their ceilings.
10. Child Care Shortage and Community – I have been invited to serve on a team with other community members for the Rural Child Care Innovation Program. We had a kick-off meeting on May 4 at the Hiawatha Lodge. The first meeting focused on learning about the impacts of child care (or lack of) on various aspects of the community including workforce, economic development, and education. There is evidence of a gap in services of about 33% shortage in the infant and toddler age groups. There will be further meetings and some community engagement events in the weeks and months to come.
11. Graduation and related activities – The high school has prepared a letter detailing the various activities as we wind down the 2023-24 school year. Needless to say, there is a great deal of activity. If you need details, feel free to contact the office.

Principal's Board Report: Moravetz reported on end of the year activities in the elementary and a literacy grant she applied for and was approved. Ortman reported ACT test scores are in, there will be high school credit recovery/summer school, senior check out is tomorrow, with graduation on Sunday.

Discussion Items

Special Meeting to Accept Food Service Bids (set date): A special meeting will be held May 28, 2024, 7:00pm to accept food service bid.

Set Dates for Committee Meetings (Negotiations, Policy, Finance, Other): Set policy meeting for June 18, 2024. Bargaining units have not submitted dates to set for negotiations.

Board Action

Resolution Accepting Donations to the School:

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: "The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.", and

WHEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full." and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Pipestone Area Schools, ISD 2689, gratefully accepts the following donations as identified below:

Christ the King Lutheran Church	\$100.00	Wellness Room
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The motion for adoption of the foregoing resolution made by Member DeBates, and duly seconded by Member Fruechte, and upon vote being taken thereon, the following voted in favor thereof: Likness, Hiniker, Wiese, Fruchte, and DeBates.

and the following voted against the same: None.

The foregoing resolution was approved this 20th day of May, 2024.

Approve Meulebroeck, Taubert, and Co. PLLP to Provide Auditing Services to ISD 2689 for Year Ended June 30, 2024: Motion by Hiniker, second by Likness, approved auditing services with Meulebroeck, Taubert, and Co. Motion carried unanimously.

Recommendation to Approve an Additional 6th Grade Position and SpEd Position: Motion by Hiniker, second by Likness, to defer action on both positions to gather more information to be brought forward at the May 28 special meeting. Motion carried unanimously.

Adjourn

Motion by Hiniker, second by Likness, to adjourn the meeting (7:57pm). Motion carried unanimously.

/s/ Brad Carson
Brad Carson, Chairman

/s/ Katie Wiese
Katie Wiese, Clerk

Approved and dated by the board June 24, 2024.
Submitted, Deb Peschon

A Regular School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Monday, May 20, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS. This is a summary of those proceedings, which are not to be confused with the official minutes of the PAS School Board meetings, which are maintained by the Superintendent's Office. Complete official minutes, and resolutions are available at <https://meetings.boardbook.org/Public/Agenda/1058?meeting=636179> or in the District Office located at 1401 7th St SW, Pipestone, MN 56164.

Called to order by Acting Chair Wiese at 7:00 PM. Present: Hiniker, Likness, Wiese, Fruechte, and DeBates. Absent: Oye, and Carson. Also present: Kennedy, Supt. Willert, Moravetz, Ortman, and Peschon. Others: R. Gorter, C. Vogel, M. Powers, N. Stiles, S. Popma, E. Williamson, J. Minet, J. Zupp, K. Kuphal, and J. Stukel.

Board Action:

1. DeBates/Likness/All in favor: approve agenda as presented.
2. Likness/DeBates/All in favor: Consent Agenda as presented.
3. Financials: DeBates/Fruechte/All in favor: treasurer's report for April 30, 2024 (\$9,156,790.43). Fruechte/Likness/All in favor: 2023A bonds treasurer's report (\$2,817,754.45). Hiniker/DeBates/All in favor: regular bills for May (\$507,205.17). Likness/Fruechte/All in favor: high school activity bills for May (\$21,762.75).
4. DeBates/Fruechte/All in favor: donation to school. Christ the King, \$200 to wellness room.
5. Hiniker/Likness/All in favor: approve Meulebroeck, Taubert, and Co. for auditing services for year end June 30, 2024.
6. Hiniker/Likness/All in favor: defer action on additional 6th grade and SpEd position to gather more information for the May 28, 2024 special meeting.

Other: Admin reports, budget year-to-date, set May 28 for a special meeting, set committee meeting dates.

Adjourn: 7:57 PM. Hiniker/Likness/All in favor.

/s/ Brad Carson, Chair; /s/ Katie Wiese, Clerk;

Approved and dated by the board June 24, 2024.

/s/ Deb Peschon, Administrative Assistant/Recording Clerk/District Clerk

A Special School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Tuesday, May 28, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS. This is a summary of those proceedings, which are not to be confused with the official minutes of the PAS School Board meetings, which are maintained by the Superintendent's Office. Complete official minutes, and resolutions are available at <https://meetings.boardbook.org/Public/Agenda/1058?meeting=636179> or in the District Office located at 1401 7th St SW, Pipestone, MN 56164.

Called to order by Chairman Carson at 7:00 PM. Present: Carson, Hiniker, Likness, Wiese, Fruechte, and DeBates. Absent: Oye. Also present: Kennedy, Supt. Willert, and Ortman. Others: B. Pierson, J. Buchholz, E. Dulas, D. Dulas, K. Kuphal, N. Stiles, Z. Ploeger.

Board Action:

1. Wiese/DeBates/All in favor: approve agenda as presented.
2. Hiniker/Wiese/All in favor: approve Taher for 2024-2025 with the contract to be presented at June 24, 2024 school board meeting once approval is granted from the Minnesota Department of Education.
3. DeBates/Wiese/All in favor: approve an additional 6th grade teacher.
4. Carson/Likness/All in favor: approve an additional SpEd teacher.

Other: Sioux Valley Energy presentation on solar fields.

Adjourn: 8:07 PM. Likness/Wiese/All in favor.

/s/ Brad Carson, Chair; /s/ Katie Wiese, Clerk

Approved and dated by the board June 24, 2024.

/s/ Deb Peschon, Administrative Assistant/Recording Clerk/District Clerk

**Minutes of the Special School Board Meeting
Pipestone Area Schools**

A Special School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Tuesday, May 28, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS.

Members Present: Chairman Brad Carson, Directors Daphne Likness, Katie Wiese, Mark Hiniker, Tyler Fruechte, and Chrissy DeBates. Absent: Lance Oye. Also present: Jacque Kennedy, Klint Willert, and Sonja Ortman.

Visitors Present: Ben Pierson, Jay Buchholz, Ellen Dulas, Dave Dulas, Kyle Kuphal, Nancy Stiles and Zach Ploeger.

Call to Order: Carson called the meeting to order at 7:00PM.

Pledge of Allegiance

Approve Agenda: Motion by Wiese, second by DeBates, approved the agenda as presented. Motion carried unanimously.

Sioux Valley Energy - Solar Field: Ben Pierson and Jay Buchholz presented on a potential partnership for a solar field on PAS campus.

Approve Food Service Contract for 2024-2025: Motion by Hiniker, second by Wiese, to approve Taher for 2024-2025 with the contract to be presented at June 24, 2024 school board meeting once approval is granted from the Minnesota Department of Education.

Recommendation to Approve an Additional 6th Grade Position: Motion by DeBates, second by Wiese, approved the additional 6th grade teacher position. Motion carried unanimously.

Recommendation to Approve an Additional SpEd Position: Motion by Carson, second by Likness, approved the additional SpEd teacher position. Motion carried unanimously.

Adjourn: Motion by Likness, second by Wiese, to adjourn the meeting (8:07PM). Motion carried unanimously.

/s/ Brad Carson
Brad Carson, Chairman

/s/ Katie Wiese
Katie Wiese, Clerk

Approved and dated by the board June 24, 2024.
Submitted, Deb Peschon

**Personnel Report - Action Requested
June 24, 2024 Regular School Meeting**

Notice of New Contract

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
1.	Nancy Siebenahler	4 th Grade Teacher	8/27/2024
2.	Scott Sterud	Elem Dean of Students	8/27/2024
3.	Kristin Walerius	ELL – HS	8/7/2024
4.	Kris Ploeger	.5 SEAT	8/27/2024
5.	Abbey Behr	Kdgn	8/27/2024
6.	Delanee Vanzante	Woodwind Tech	Summer
7.	Mackenzie Griffith	Visual Tech	Summer
8.	Chloe Olivier	Assistant Percussion	Summer
9.	Anne Shelton	Preschool teacher	8/27/2024

Rationale

1. Retire/Rehire 4th grade
2. Additional Elementary Position Approved
3. Additional EL Position Approved
4. Coop employee to PAS employee
5. Preschool teacher moved to Kindergarten to replace Scott Sterud
- 6-8. Summer band. 2 **prior** approved contracts (Sophia Poppen and Ashley Lopez) will be null and void.
9. Replace Abby Behr

Letters of Resignation

1. Heather Bartholomew, Elementary Special Education Teacher
2. Jessica Quissell, MS/HS Special Education Teacher
3. Jason Garza, FT Day Custodian (effective 8-23-24)

Athletics

1. Shelly Hennager, Assistant Volleyball Coach

Stipend

1. Cody Heidebrink, \$1,500 for extra duties due to no DOM.

Budget Presentation to the Board					
Expenditures as of 06/20/2024		FY2024			
General Fund				6/20/2024	Year to
Classification	Code	FY2024REVISED	Year to Date	Date %	Date %
Administrative Salaries	110	\$542,821.00	\$491,431.83	91%	
Teacher Salaries	140	\$4,881,770.00	\$4,095,487.83	84%	
Non-Licensed Classroom Personnel	141	\$70,066.00	\$62,047.94	89%	
Licensed Instructional Support Personnel	143	\$140,636.00	\$124,522.66	89%	
Non-License Instructional Support Personnel	144	\$0.00	\$0.00	#DIV/0!	
Substitute Salaries	145	\$125,000.00	\$136,340.46	109%	
Subsitute Non-Licensed Classroom Salaries	146	\$30,000.00	\$27,894.42	93%	
Language Pathologist	152	\$55,583.00	\$21,303.75	38%	
School Nurse	154	\$104,650.00	\$87,141.52	83%	
School Social Worker	156	\$49,750.00	\$44,980.10	90%	
Certified Paraprofessional	161	\$549,839.00	\$511,707.07	93%	
Certified One-to-One Paraprofessional	162	\$264,411.00	\$207,788.06	79%	
School Counselor	165	\$136,175.00	\$108,670.97	80%	
Non-Instructional Support	170	\$874,920.00	\$761,562.93	87%	
DAPE Specialist	174	\$0.00	\$0.00	#DIV/0!	
Other Salary Payment	185	\$505,359.00	\$635,921.53	126%	
Severance	191	\$15,653.00	\$0.00	0%	
Third Party Pay Expense Salaries	195	\$0.00	\$0.00	#DIV/0!	
FICA	210	\$635,785.00	\$541,622.27	85%	
PERA	214	\$139,275.00	\$124,308.98	89%	
TRA	218	\$561,398.00	\$470,882.59	84%	
Health Insurance	220	\$669,508.00	\$527,507.10	79%	
Life Insurance	230	\$11,249.00	\$4,099.74	36%	
Dental Insurance	235	\$1,463.00	\$1,403.16	96%	
Long Term Disability	240	\$0.00	\$0.00	#DIV/0!	
TSA Match	250	\$88,688.00	\$78,561.84	89%	
Employer Sponsored HSA's	251	\$181,967.00	\$122,941.88	68%	
Workmens Comp	270	\$45,461.00	\$39,980.90	88%	
Unemployment Compensation	280	\$36,000.00	\$213.00	1%	
Unemployment Summer Employees	281	\$35,000.00	\$29,646.34	85%	
Other Post-Employment Benefits	291	\$45,480.00	\$45,480.00	100%	
Third Party Pay Benefits	295	\$0.00	\$0.00	#DIV/0!	
Total Salaries and Fringe		\$10,797,907.00	\$9,303,448.87	86%	
Other Employee Benefits	299	\$0.00	\$0.00	#DIV/0!	
Fed Sub Awards Under \$25,000	303	\$21,800.00	\$23,732.14	109%	
Fed Sub Awards Over \$25,000	304	\$0.00	\$0.00	#DIV/0!	
Consulting and Servicing Fees	305	\$192,515.00	\$188,547.88	98%	
School Resource Officer	310	\$51,504.00	\$38,127.00	74%	
Services Purchased from Coop	316	\$172,151.00	\$137,042.17	80%	
Computer and Technology Services	319	\$0.00	\$0.00	#DIV/0!	
Communications/Phone	320	\$39,502.00	\$25,817.56	65%	
Postage and Express	329	\$10,225.00	\$6,533.16	64%	
Utility Services	330	\$283,549.00	\$267,588.12	94%	
Short Term Rentals	335	\$107,643.00	\$102,374.08	95%	
Property Insurance	340	\$147,285.00	\$148,609.96	101%	
Repairs and Maintenance	350	\$232,170.00	\$238,360.45	103%	
Transportation	360	\$1,322,688.00	\$1,080,962.37	82%	
Travel	366	\$167,244.00	\$66,349.57	40%	
Entry Fees/Student Travel	369	\$41,760.00	\$28,598.60	68%	
Rentals and Leases	370	\$0.00	\$0.00	#DIV/0!	
Mental Health Professional Services	379	\$5,000.00	\$2,625.00	53%	
Short Term Lease	380	\$0.00	\$0.00	#DIV/0!	
Third Party Reimbursement Services	385	\$0.00	\$0.00	0%	
To Other MN School Districts	390	\$50,315.00	\$39,032.25	78%	
To Out of State Districts	392	\$33,030.00	\$26,137.45	79%	
Special Ed Contracted Services	393	\$196,000.00	\$176,824.89	90%	
To Non-Ed Agency	394	\$405,990.00	\$342,224.97	84%	
Spec Ed Salary Purchased from Co-op	396	\$438,366.00	\$345,347.09	79%	
Spec Ed Benefits Purchased from Co-op	397	\$20,978.00	\$20,734.99	99%	
Charge Back	398	\$0.00	\$0.00	0%	
Purchase Sped Contracted Services	399	\$75,210.00	\$70,032.50	93%	
General Supplies	401	\$321,378.00	\$337,255.39	105%	
Non instructional Computer Software	405	\$68,248.00	\$53,530.90	78%	
Instructional Software License	406	\$110,011.00	\$108,978.65	99%	
Instructional Supplies	430	\$130,483.00	\$116,093.03	89%	
Individualized Materials	433	\$49,630.00	\$37,295.78	75%	
Fuel for Buildings	440	\$60,173.00	\$43,382.58	72%	
Noninstructional Tech Supplies	455	\$15,000.00	\$15,459.75	103%	
Instructional Tech Supplies	456	\$3,000.00	\$3,199.34	107%	
Textbooks/Workbooks	460	\$70,378.00	\$57,508.39	82%	
Standarized Tests	461	\$4,000.00	\$2,406.40	60%	
Non-Instructional Tech Devices	465	\$75,052.00	\$76,348.51	102%	
Instructional Technology Devices	466	\$65,000.00	\$64,176.06	99%	
Library Books	470	\$17,800.00	\$6,899.88	39%	
Audio Visual Aids	480	\$0.00	\$0.00	0%	
Electronic Format	485	\$0.00	\$0.00	#DIV/0!	
Capital Non-Instruction Tech Software	505	\$9,500.00	\$9,500.00	100%	
Site or Grounds Acquisition	510	\$61,650.00	\$61,650.00	100%	
Building Acquisition and Construction	520	\$532,375.00	\$167,538.67	31%	
Equipment Purchased	530	\$115,116.00	\$99,269.77	86%	
Special Education Equipment	533	\$0.00	\$0.00	#DIV/0!	
Eligible Pupil Transportation	548	\$0.00	\$0.00	0%	
Vehicles Purchased	550	\$0.00	\$0.00	#DIV/0!	
Non-Instructional Technology Hardware	555	\$17,000.00	\$13,319.06	78%	
Capitalized Instructional Technology Hardware	556	\$0.00	\$0.00	#DIV/0!	
Principal on Long Term Lease	570	\$15,612.00	\$11,838.78	76%	
Interest Long Term Lease	571	\$2,128.00	\$1,466.22	69%	
Principal on Capital Lease	580	\$80,000.00	\$80,000.00	100%	
Interest on Capital Lease	581	\$12,159.00	\$12,124.00	100%	
Dues and Memberships	820	\$18,420.00	\$12,318.27	67%	
Taxes and Special Assessments	896	\$1,275.00	\$231.00	18%	
Affordable Care Act Penalties	897	\$16,240.00	\$16,239.84	100%	
Miscellaneous Other Expenses	899	\$4,000.00	\$652.10	16%	
Contingency		\$16,760.00	\$0.00	0%	
Total		\$16,705,220.00	\$14,087,733.44	84%	

The prior year to date percentage was 85%

INDEPENDENT SCHOOL DISTRICT NO. 2689								
PIPESTONE AREA SCHOOLS								
TREASURER'S REPORT TO SCHOOL BOARD								
FOR THE MONTH ENDED MAY 31, 2024								
		CASH BALANCE			CASH BALANCE		CASH BALANCE	CASH BALANCE
FUNDS	FUND NUMBER	BEGINNING	NET CASH ACTIVITY	END OF	ADJUSTMENTS	END OF	END OF	
		OF MONTH		MONTH		MONTH FY24	MONTH FY23	
GENERAL FUND	01,03,05	\$7,005,186.85	\$811,767.58	\$7,816,954.43		\$7,816,954.43	\$7,463,895.66	
FOOD SERVICE FUND	02	\$785,445.64	\$28,055.43	\$813,501.07		\$813,501.07	\$835,868.81	
COMMUNITY SERVICE FUND	04	\$530,307.52	\$28,195.00	\$558,502.52		\$558,502.52	\$686,382.02	
TOTAL OPERATING FUNDS		\$8,320,940.01	\$868,018.01	\$9,188,958.02		\$9,188,958.02	\$8,986,146.49	
BUILDING FUND	06	\$0.00	(\$47,834.22)	(\$47,834.22)		(\$47,834.22)	\$0.00	
DEBT SERVICE FUND	07	\$835,505.42	\$606,286.63	\$1,441,792.05		\$1,441,792.05	\$1,120,619.61	
AGENCY FUND	09	\$345.00	\$0.00	\$345.00		\$345.00	\$345.00	
CERTIFICATES OF DEPOSIT		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
TOTAL		\$9,156,790.43	\$1,426,470.42	\$10,583,260.85	\$0.00	\$10,583,260.85	\$10,107,111.10	
RECONCILEMENT OF TREASURE'S BALANCE WITH BANKS								
		CURRENT	BALANCE	OUTSTANDING	OUTSTANDING	OTHER	BALANCE PER	BALANCE PER
DESCRIPTION	ACCOUNT NUMBER	RATE OF INTEREST	PER BANK STATEMENT	CHECKS	DEPOSITS	RECONCILING ITEMS	TREASURER'S BOOKS	TREASURER'S BOOKS
FIRST NATIONAL BANK-PAYROLL		0.05%	\$45,754.32	(\$153.85)	\$0.00	\$0.00	\$45,600.47	\$178,831.03
FIRST NATIONAL BANK-MM		0.43%	\$1,912,477.88	\$0.00	\$0.00	\$0.00	\$1,912,477.88	\$569,108.90
FIRST F&M		0.20%	\$808,852.60	(\$80,865.15)	\$0.00	\$0.00	\$727,987.45	\$1,810,194.10
MNTrust		5.21%	\$3,721,088.11	\$0.00	\$0.00	\$0.00	\$3,721,088.11	\$5,096,290.37
TOTAL			\$6,488,172.91	(\$81,019.00)	\$0.00	\$0.00	\$6,407,153.91	\$7,654,424.40
CERTIFICATES OF DEPOSIT	CD #	Date Purchased	Maturity Date	Maturity Period	Interest Rate		Dollar Amount	Dollar Amount
MNTrust Full Flex					5.25%		\$545,604.53	
Cornerstone Bank	1348781-1	5/9/2023	11/5/2024	18 Months	5.008%		\$232,350.00	
Charles Schwab Bank	59763-1	5/11/2023	11/5/2024	18 Months	4.906%		\$243,497.10	
Patriot Bank TN	1357604-1	1/4/2024	7/7/2025	18 Months	4.834%		\$232,900.00	
Financial Federal Bank TN	1357602-1	1/4/2024	7/7/2025	18 Months	5.250%		\$231,550.00	
First Interstate Bank of Indiana	1357603-1	1/4/2024	1/5/2026	24 Months	4.509%		\$228,850.00	
American Plus Bank	1357605-1	1/4/2024	1/5/2026	24 Months	4.940%		\$229,200.00	
Greenstate Credit Union, IA	1346323-1	2/1/2023	7/31/2024	18 Months	4.495%		\$234,150.00	
Amer Natl BK/FX Cities	58664-1	2/24/2023	8/23/2024	18 Months	4.420%		\$249,647.62	
Fist United Bank and Trust	58665-1	2/8/2023	2/10/2025	24 MOnths	4.360%		\$248,666.44	
Veritx Community Bank NA	58635-1	2/13/2023	2/13/2025	24 Months	4.355%		\$249,691.25	
MN Trust Term Series	296283-1	8/23/2023	1/27/2025	18 Months	5.130%		\$500,000.00	
MN Trust Term Series	297801-1	5/17/2024	11/18/2025	18 Months	4.197%		\$750,000.00	
Total							\$4,176,106.94	\$2,452,686.70
Grand Total							\$10,583,260.85	\$10,107,111.10
						Signed	Jacque Kennedy	

INDEPENDENT SCHOOL DISTRICT NO. 2689							
PIPESTONE AREA SCHOOLS							
MNTRUST 2023A BONDS							
FOR THE MONTH ENDED MAY 31, 2024							
		CASH BALANCE			CASH BALANCE		CASH BALANCE
	FUND	BEGINNING			END OF		END OF
FUNDS	NUMBER	OF MONTH	NET CASH ACTIVITY		MONTH	ADJUSTMENTS	MONTH FY2024
MNTRUST 2023A BONDS	06	\$2,817,754.45	\$12,464.84		\$2,830,219.29		\$2,830,219.29
TOTAL		\$2,817,754.45	\$12,464.84		\$2,830,219.29	\$0.00	\$2,830,219.29
RECONCILEMENT OF TREASURE'S BALANCE WITH BANKS							
		CURRENT	BALANCE			OTHER	BALANCE PER
DESCRIPTION	ACCOUNT	RATE OF	PER BANK	OUTSTANDING	OUTSTANDING	RECONCILING	TREASURER'S
	NUMBER	INTEREST	STATEMENT	CHECKS	DEPOSITS	ITEMS	BOOKS
MNTRUST		5.21%	\$2,830,219.29	\$0.00	\$0.00	\$0.00	\$2,830,219.29
MNTRUST TERM SERIES		1.95%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECURITY(BONDS OR TREASURY NOTES)		Various	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CERTIFICATES OF DEPOSIT		Various	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$2,830,219.29	\$0.00	\$0.00	\$0.00	\$2,830,219.29
						Signed	Jacque Kennedy

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68625	3536		MARSHALL HIGH SCHOOL		Check		
				E 01	300 292 208 000 369	Entry Fees/Student Travel, 5/13/2024		\$100.00	
	PO#:	Voucher #:	97181	Invoice	Invoice No: 05/13/2024	5/13/2024	Paid Amt:	\$100.00	
							Check Amount:	\$100.00	
2689	FIN	68626	3537		WORTHINGTON HIGH SCHOOL		Check		
				E 01	300 292 208 000 369	Entry Fees/Student Travel, TRACK 5/14//2024		\$170.00	
	PO#:	Voucher #:	97182	Invoice	Invoice No: 05/13/2024	5/13/2024	Paid Amt:	\$170.00	
							Check Amount:	\$170.00	
2689	FIN	68627	5983		SIOUX VALLEY ENERGY		Check		
				E 01	300 810 184 000 330	Utilities - Electricity, APRIL 2024		\$16,853.00	
	PO#:	Voucher #:	97191	Invoice	Invoice No: 7058684000	5/14/2024	Paid Amt:	\$16,853.00	
				E 01	300 810 184 000 330	Utilities - Electricity, APRIL 2024		\$97.00	
	PO#:	Voucher #:	97192	Invoice	Invoice No: 7058684200	5/14/2024	Paid Amt:	\$97.00	
							Check Amount:	\$16,950.00	
2689	FIN	68628	8925		BLUEPEAK		Check		
				E 01	005 810 000 000 320	Communications/Phone 5/10-06/09		\$1,613.26	
	PO#:	Voucher #:	97196	Invoice	Invoice No: 00459101	5/15/2024	Paid Amt:	\$1,613.26	
							Check Amount:	\$1,613.26	
2689	FIN	68629	7882		C & B OPERATIONS LLC		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$3,088.61	
	PO#:	Voucher #:	97203	Invoice	Invoice No: 12709298	5/15/2024	Paid Amt:	\$3,088.61	
							Check Amount:	\$3,088.61	
2689	FIN	68630	00096		EDGERTON CHRISTIAN ELEM		Check		
				E 03	005 760 000 720 360	Transp Cntrt W/Public Reg. APRIL 2024		\$3,178.80	
	PO#:	Voucher #:	97204	Invoice	Invoice No: 05/15/2024	5/15/2024	Paid Amt:	\$3,178.80	
							Check Amount:	\$3,178.80	
2689	FIN	68631	00256		HILLYARD INC/ SIOUX FALLS		Check		
				E 01	005 810 000 000 401	General Supplies		\$426.89	
	PO#:	Voucher #:	97201	Invoice	Invoice No: 605480673	5/15/2024	Paid Amt:	\$426.89	
				E 01	005 810 000 000 401	General Supplies		\$1,412.84	
	PO#:	Voucher #:	97202	Invoice	Invoice No: 605479103	5/15/2024	Paid Amt:	\$1,412.84	
							Check Amount:	\$1,839.73	
2689	FIN	68632	5218		ISD 0177, WINDOM		Check		
				E 01	300 291 220 000 305	Consult & Serv.fees Speech		\$42.00	
	PO#:	Voucher #:	97198	Invoice	Invoice No: 05/15/2024	5/15/2024	Paid Amt:	\$42.00	
							Check Amount:	\$42.00	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68633	01300		PIPESTONE CO. MEDICAL CENTER		Check		
				E 01	103 420 000 740 394	to Non-Ed Agency, A;RK.		\$3,024.91	
	PO#:	Voucher #:	97200	Invoice	Invoice No: PCM.SCHOOL	5/15/2024	Paid Amt:	\$3,024.91	
							Check Amount:	\$3,024.91	
2689	FIN	68634	3697		SW/WC SERVICE COOPERATIVE		Check		
				E 01	300 211 000 000 394	to Non-Ed Agency, MARCH ALC TUITION		\$26,444.07	
	PO#:	Voucher #:	97199	Invoice	Invoice No: 74660	5/15/2024	Paid Amt:	\$26,444.07	
							Check Amount:	\$26,444.07	
2689	FIN	68635	9186		TAHER, INC. - BIN# 135092		Check		
				E 02	005 770 000 701 305	Consult & Serv.fees, APRIL 2024		\$85,157.23	
	PO#:	Voucher #:	97197	Invoice	Invoice No: 0069323	5/15/2024	Paid Amt:	\$85,157.23	
							Check Amount:	\$85,157.23	
2689	FIN	68636	8333		TSP, INC		Check		
				E 06	005 870 000 000 305	Consult & Serv.fees, AMENDMENT #2 TRACK		\$42,598.50	
	PO#:	Voucher #:	97193	Invoice	Invoice No: 0060879	5/15/2024	Paid Amt:	\$42,598.50	
				E 06	005 870 000 000 305	Consult & Serv.fees. CONSTRUCTION DOCU		\$3,115.72	
	PO#:	Voucher #:	97194	Invoice	Invoice No: 0060746	5/15/2024	Paid Amt:	\$3,115.72	
				E 06	005 870 000 000 305	Consult & Serv.fees, ARCHITECTURAL SERV		\$2,150.00	
	PO#:	Voucher #:	97195	Invoice	Invoice No: 0060880	5/15/2024	Paid Amt:	\$2,150.00	
							Check Amount:	\$47,864.22	
2689	FIN	68637	10310		PIPESTONE AREA CHAMBER OF COMMERCE		Check		
				E 01	103 203 171 000 430	Instructional Supply, chamber bucks for PBIS		\$250.00	
	PO#:	Voucher #:	97205	Invoice	Invoice No: 05/15/2024	5/15/2024	Paid Amt:	\$250.00	
							Check Amount:	\$250.00	
2689	FIN	68638	9564		GOPHERMODS		Check		
				E 01	005 605 150 000 455	NonInstructional Tech Supplies		\$1,546.00	
	PO#:	Voucher #:	97207	Invoice	Invoice No: 5749	5/16/2024	Paid Amt:	\$1,546.00	
							Check Amount:	\$1,546.00	
2689	FIN	68639	3693		HEALY AWARDS, INC		Check		
				E 01	300 292 000 000 401	General Supplies		\$172.19	
	PO#:	Voucher #:	97206	Invoice	Invoice No: 090713	5/16/2024	Paid Amt:	\$172.19	
							Check Amount:	\$172.19	
2689	FIN	68640	7055		MINNESOTA HISTORICAL SOCIETY		Check		
				E 01	207 203 000 000 369	Entry Fees/Student Travel		\$276.00	
	PO#:	Voucher #:	97210	Invoice	Invoice No: 30961	5/16/2024	Paid Amt:	\$276.00	
							Check Amount:	\$276.00	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68641	8835		NEW DOMINION SCHOOL		Check		
				E 01	300 408 000 740 393	Sp Ed Contr Svcs Pup		\$1,033.53	
	PO#:	Voucher #:	97208	Invoice	Invoice No: 12354	5/16/2024	Paid Amt:	\$1,033.53	
							Check Amount:	\$1,033.53	
2689	FIN	68642	8835		NEW DOMINION SCHOOL		Check		
				E 01	300 408 000 740 393	Sp Ed Contr Svcs Pup		\$6,545.69	
	PO#:	Voucher #:	97209	Invoice	Invoice No: 12448	5/16/2024	Paid Amt:	\$6,545.69	
							Check Amount:	\$6,545.69	
2689	FIN	68643	7266		JEFFREY SUDENGA		Check		
				E 01	300 296 206 000 305	Softball vs Edgerton		\$175.00	
	PO#:	Voucher #:	97211	Invoice	Invoice No: Softball vs Edgerton	5/17/2024	Paid Amt:	\$175.00	
							Check Amount:	\$175.00	
2689	FIN	68644	7266		JEFFREY SUDENGA		Check		
				E 01	300 296 206 000 305	Softball vs Edgerton		\$175.00	
	PO#:	Voucher #:	97212	Invoice	Invoice No: Softball VS Edgerton	5/17/2024	Paid Amt:	\$175.00	
							Check Amount:	\$175.00	
2689	FIN	68645	7266		JEFFREY SUDENGA		Check		
				E 01	300 296 206 000 305	Softball VS Edgerton		\$250.00	
	PO#:	Voucher #:	97213	Invoice	Invoice No: Softball vs Edgerton	5/17/2024	Paid Amt:	\$250.00	
							Check Amount:	\$250.00	
2689	FIN	68646	8470		BRIAN DANKS		Check		
				E 01	300 296 206 000 305	Softball vs Edgerton		\$175.00	
	PO#:	Voucher #:	97214	Invoice	Invoice No: softball vs edgerton	5/17/2024	Paid Amt:	\$175.00	
							Check Amount:	\$175.00	
2689	FIN	68647	5249		VISA		Check		
				E 04	005 249 000 321 366	Travel, DR. ED		\$41.00	
	PO#:	Voucher #:	97215	Invoice	Invoice No: 1739	5/20/2024	Paid Amt:	\$41.00	
							Check Amount:	\$41.00	
2689	FIN	68648	6110		PRAIRIE VILLAGE		Check		
				E 01	103 203 171 000 369	Entry Fees/Student Travel		\$291.00	
	PO#:	Voucher #:	97216	Invoice	Invoice No: 05/21/2024	5/21/2024	Paid Amt:	\$291.00	
							Check Amount:	\$291.00	
2689	FIN	68649	8728		OAKDALE GOLF CLUB		Check		
				E 01	300 296 204 000 369	Entry Fees/Student Travel, GIRLS GOLF		\$25.00	
	PO#:	Voucher #:	97218	Invoice	Invoice No: 05/21/2024	5/21/2024	Paid Amt:	\$25.00	
							Check Amount:	\$25.00	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68650	8728		OAKDALE GOLF CLUB		Check
				E 01	300 294 204 000 369	Entry Fees/Student Travel, BOYS GOLF	\$25.00
	PO#:	Voucher #:	97219	Invoice	Invoice No: 05/21/2024	5/21/2024	Paid Amt: \$25.00
							Check Amount: \$25.00
2689	FIN	68651	8654		PLUNKETT'S PEST CONTROL INC		Check
				E 01	005 810 000 000 350	Repair&maint Service, JAN. 2024	\$182.00
	PO#:	Voucher #:	97220	Invoice	Invoice No: 8412149	5/21/2024	Paid Amt: \$182.00
				E 01	005 810 000 000 350	Repair&maint Service, NOV. 2023	\$182.00
	PO#:	Voucher #:	97221	Invoice	Invoice No: 8337168	5/21/2024	Paid Amt: \$182.00
				E 01	005 810 000 000 350	Repair&maint Service	\$182.00
	PO#:	Voucher #:	97222	Invoice	Invoice No: 8485451	5/21/2024	Paid Amt: \$182.00
							Check Amount: \$546.00
2689	FIN	68652	5249		VISA		Check
				E 01	005 640 173 316 366	Curriculum Staff Development	\$256.14
				E 01	005 640 173 316 366	Curriculum Staff Development	\$180.62
				E 01	005 640 173 316 366	Curriculum Staff Development	\$42.91
				E 01	005 640 173 316 366	Curriculum Staff Development	\$189.93
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	005 640 173 316 366	Curriculum Staff Development	\$579.89
				E 01	300 640 172 316 366	MS/HS Staff Development	\$15.00
				E 01	300 291 220 000 366	Travel	\$142.52
				E 01	300 291 220 000 366	Travel	\$127.25
				E 01	300 291 220 000 366	Travel	\$69.87
				E 01	300 291 220 000 366	Travel	\$68.22
				E 01	300 291 220 000 366	Travel	\$280.76
				E 01	300 291 220 000 366	Travel	\$280.76
				E 01	300 291 220 000 366	Travel	\$280.76
				E 01	300 640 172 316 366	MS/HS Staff Development	\$42.47
				E 01	300 640 172 316 366	MS/HS Staff Development	\$11.81
				E 01	300 640 172 316 366	MS/HS Staff Development	\$194.85
				E 01	005 640 173 316 366	Curriculum Staff Development	\$12.68
				E 01	300 292 000 000 401	General Supplies	\$11.75
				E 01	300 292 000 000 366	Travel	\$23.77
				E 01	300 640 173 316 401	General Supplies	\$110.00
				E 01	005 640 173 316 366	Curriculum Staff Development	\$20.03

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68652	5249		VISA		Check
				E 01	300 292 207 000 401		General Supplies \$1,567.19
				E 01	005 010 000 000 401		General Supplies \$21.54
				E 01	005 640 173 316 366		Curriculum Staff Development \$724.15
				E 01	300 219 172 317 406		Instructional Software License \$17.50
				E 01	005 640 173 316 366		Curriculum Staff Development \$221.64
				E 01	207 203 000 000 406		Instructional Software License \$20.09
				E 04	005 582 000 344 430		Instructional Supply \$5.60
				E 01	300 341 000 830 433		Individualized Mat. \$22.40
				E 01	103 640 173 316 366		Travel \$903.00
				E 01	103 203 171 000 430		Instructional Supply \$60.00
				E 01	103 640 173 316 366		Travel \$1,300.00
				E 01	103 640 173 316 366		Travel \$94.16
				E 01	300 331 172 830 433		Individualized Mat. \$52.16
				E 01	300 331 172 830 433		Individualized Mat. \$11.78
				E 01	300 301 501 830 433		Individualized Mat. \$56.03
				E 01	207 361 849 000 430		Instructional Supply \$64.47
				E 01	300 331 172 830 433		Individualized Mat. \$67.18
				E 01	300 258 234 000 401		General Supplies \$13.00
				E 01	300 050 172 000 401		General Supplies \$2.99
				E 01	300 331 172 830 433		Individualized Mat. \$104.00
				E 01	300 411 000 740 433		Individualized Mat. \$83.54
				E 01	300 260 173 000 406		Instructional Software License \$8.00
				E 01	300 301 501 830 401		General Supplies \$60.56
				E 01	207 260 173 000 406		Instructional Software License \$12.50
				E 01	300 256 173 000 406		Instructional Software License \$13.50
				E 01	300 331 172 830 433		Individualized Mat. \$70.63
				E 01	300 211 180 000 401		General Supplies \$16.57
				E 01	005 640 173 316 366		Curriculum Staff Development \$221.64
				E 01	005 640 173 316 366		Curriculum Staff Development \$221.64
				E 01	005 640 173 316 366		Curriculum Staff Development \$199.36
				E 01	005 010 000 000 401		General Supplies \$439.80
				E 01	005 810 000 000 401		General Supplies \$16.63
				E 01	005 810 000 000 401		General Supplies \$160.26
				E 01	005 810 000 000 401		General Supplies \$73.08
				E 01	005 810 000 000 401		General Supplies \$16.93
				E 01	005 810 000 000 401		General Supplies \$30.19
				E 01	005 810 000 000 401		General Supplies \$80.08
				E 01	005 810 000 000 401		General Supplies \$0.00

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2689	FIN	68652	5249		VISA		Check	
				E 01	300 301 501 830 401	General Supplies		(\$60.56)
				E 01	300 301 501 830 433	General Supplies		\$60.56
PO#:	Voucher #:	97223	Invoice	Invoice No:	9897	5/21/2024	Paid Amt:	\$12,895.23
							Check Amount:	\$12,895.23
2689	FIN	68653	5249		VISA		Check	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies		\$1.22
				E 01	005 605 150 000 455	NonInstructional Tech Supplies		\$108.92
				E 01	005 605 150 000 455	NonInstructional Tech Supplies		\$16.02
				E 01	005 605 150 000 455	NonInstructional Tech Supplies		\$7.99
PO#:	Voucher #:	97225	Invoice	Invoice No:	5512	5/22/2024	Paid Amt:	\$134.15
							Check Amount:	\$134.15
2689	FIN	68654	8402		LEGALSHIELD		Check	
				B 01	215 037	LGL-ID		\$398.90
				B 01	215 039	LGL-IDONLY		\$56.85
PO#:	Voucher #:	97238	Invoice	Invoice No:	M2024110	5/22/2024	Paid Amt:	\$455.75
							Check Amount:	\$455.75
2689	FIN	68655	01253		PAEA		Check	
				B 01	215 040	Pipestone Ed. Assoc. Dues		\$6,579.22
PO#:	Voucher #:	97241	Invoice	Invoice No:	M2024110	5/22/2024	Paid Amt:	\$6,579.22
							Check Amount:	\$6,579.22
2689	FIN	68656	6424		PAESP		Check	
				B 01	215 043	PAE Supp Prof Dues		\$1,970.22
PO#:	Voucher #:	97239	Invoice	Invoice No:	M2024110	5/22/2024	Paid Amt:	\$1,970.22
							Check Amount:	\$1,970.22
2689	FIN	68657	5249		VISA		Check	
				E 01	005 640 173 316 366	Curriculum Staff Development		\$53.98
				E 01	005 640 173 316 366	Curriculum Staff Development		\$8.00
				E 01	300 294 203 000 369	Entry Fees/Student Travel		\$9.48
				E 01	300 292 000 000 369	Entry Fees/Student Travel		\$17.50
				E 01	005 640 173 316 366	Curriculum Staff Development		\$72.46
				E 01	300 291 220 000 305	Consult & Serv.fees Speech		\$28.04
				E 01	300 211 172 000 369	Entry Fees/Student Travel		\$60.70
				E 01	300 292 208 000 366	Travel		\$19.50
				E 01	207 203 172 000 369	Entry Fees/Student Travel		\$52.25
				E 01	300 292 204 000 305	Entry Fees/Student Travel		\$25.69
				E 01	300 292 204 000 369	Entry Fees/Student Travel		\$34.01
				E 01	300 292 204 000 369	Entry Fees/Student Travel		\$28.78

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68657	5249		VISA		Check
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$52.80
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$24.33
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$12.75
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$50.49
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$10.98
				E 01	300 640 172 316 366	MS/HS Staff Development	\$55.68
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$12.00
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$30.52
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$8.31
				E 01	300 292 204 000 366	Travel	\$11.31
				E 01	005 640 173 316 366	Curriculum Staff Development	\$60.21
				E 01	300 301 501 830 369	Entry Fees/Student Travel	\$33.16
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$41.35
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$34.90
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$39.18
				E 01	005 605 150 000 366	Travel	\$13.66
				E 01	103 203 171 000 369	Entry Fees/Student Travel	\$17.21
				E 01	300 640 172 316 366	MS/HS Staff Development	\$31.90
				E 01	300 640 172 316 366	MS/HS Staff Development	\$10.00
				E 01	300 640 172 316 366	MS/HS Staff Development	\$65.00
				E 01	300 640 172 316 366	MS/HS Staff Development	\$12.88
				E 01	300 292 208 000 369	Entry Fees/Student Travel	\$37.74
				E 01	005 640 173 316 366	Curriculum Staff Development	\$27.01
				E 01	005 640 173 316 366	Curriculum Staff Development	\$71.75
				E 01	300 301 501 830 369	Curriculum Staff Development	\$16.93
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$21.15
				E 01	300 291 220 000 369	Entry Fees/Student Travel	\$43.75
				E 01	300 640 172 316 366	MS/HS Staff Development	\$49.88
				E 01	300 211 172 000 369	Entry Fees/Student Travel	\$57.00
				E 01	005 640 173 316 366	Curriculum Staff Development	\$84.71
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$47.90
				E 01	300 294 207 000 369	Entry Fees/Student Travel	\$61.56
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$45.15
				E 01	300 294 207 000 369	Entry Fees/Student Travel	\$61.28
				E 01	300 294 207 000 369	Entry Fees/Student Travel	\$69.63
				E 01	300 292 204 000 305	Entry Fees/Student Travel	(\$25.69)

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68657	5249		VISA		Check		
				E 01	300 292 204 000 369	Entry Fees/Student Travel		\$25.69	
	PO#:	Voucher #:	97245	Invoice	Invoice No: 9871	5/22/2024	Paid Amt:	\$1,734.45	
							Check Amount:	\$1,734.45	
2689	FIN	68658	10212		METROPOLITAN LIFE INSURANCE COMPANY		Check		
				B 01	215 044	Dental Insurance June Coverage		\$2,897.36	
	PO#:	Voucher #:	97247	Invoice	Invoice No: M2024110	5/22/2024	Paid Amt:	\$2,897.36	
							Check Amount:	\$2,897.36	
2689	FIN	68659	10138		HEALTH PARTNERS		Check		
				B 01	215 030	Health Insurance June Coverage Inv #165528		\$71,143.93	
	PO#:	Voucher #:	97248	Invoice	Invoice No: M2024110	5/22/2024	Paid Amt:	\$71,143.93	
							Check Amount:	\$71,143.93	
2689	FIN	68660	01252		NCPERS Group Life Ins		Check		
				B 01	215 034	UNIT NUMBER: 203411		\$32.00	
	PO#:	Voucher #:	97249	Invoice	Invoice No: M2024110	5/22/2024	Paid Amt:	\$32.00	
							Check Amount:	\$32.00	
2689	FIN	68661	10398		ADDISON RUSTAD		Check		
				E 01	300 294 200 000 305	Consult & Serv.fees, SPRING BASEBALL ANN		\$275.00	
	PO#:	Voucher #:	97252	Invoice	Invoice No: 05/22/2024	5/22/2024	Paid Amt:	\$275.00	
							Check Amount:	\$275.00	
2689	FIN	68662	10173		RYSLEY BORMAN		Check		
				E 01	300 294 200 000 305	Consult & Serv.fees, BASEBALL 5/20		\$100.00	
	PO#:	Voucher #:	97250	Invoice	Invoice No: 05/22/2024	5/22/2024	Paid Amt:	\$100.00	
				E 01	300 294 200 000 305	Consult & Serv.fees, BASEBALL, 5/9		\$50.00	
	PO#:	Voucher #:	97251	Invoice	Invoice No: 05/22/2024	5/22/2024	Paid Amt:	\$50.00	
							Check Amount:	\$150.00	
2689	FIN	68663	7348		Madison National Life		Check		
				B 01	215 032	Employer Paid Life		\$1,867.97	
				B 01	215 033	Supplemental Life		\$144.41	
				B 01	215 031	LTD		\$551.98	
	PO#:	Voucher #:	97256	Invoice	Invoice No: M2024110	5/22/2024	Paid Amt:	\$2,564.36	
							Check Amount:	\$2,564.36	
2689	FIN	68664	8735		AL CLAUSSEN		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/20		\$170.00	
	PO#:	Voucher #:	97262	Invoice	Invoice No: 05/22/2024	5/23/2024	Paid Amt:	\$170.00	
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$70.00	
	PO#:	Voucher #:	97253	Invoice	Invoice No: 05/22/2024	5/23/2024	Paid Amt:	\$70.00	
							Check Amount:	\$240.00	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68665	10399		CADEN KULM		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 04/20 & 04/30		\$125.00	
	PO#:	Voucher #:	97270	Invoice	Invoice No: 05/23/2024	5/23/2024		Paid Amt:	\$125.00
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$55.00	
	PO#:	Voucher #:	97257	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$55.00
								Check Amount:	\$180.00
2689	FIN	68666	7792		CHRISTINE COLEMER		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/30		\$85.00	
	PO#:	Voucher #:	97263	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$85.00
								Check Amount:	\$85.00
2689	FIN	68667	8378		CREIGHTON SCHROYER		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/20 & 4/30		\$125.00	
	PO#:	Voucher #:	97267	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$125.00
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$55.00	
	PO#:	Voucher #:	97259	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$55.00
								Check Amount:	\$180.00
2689	FIN	68668	00099		KAREN KERKAERT		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$85.00	
	PO#:	Voucher #:	97255	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$85.00
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/20		\$85.00	
	PO#:	Voucher #:	97265	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$85.00
								Check Amount:	\$170.00
2689	FIN	68669	10281		LARISSA LYN PEMBERTON		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 04/20 & 04/30		\$170.00	
	PO#:	Voucher #:	97269	Invoice	Invoice No: 05/23/2024	5/23/2024		Paid Amt:	\$170.00
								Check Amount:	\$170.00
2689	FIN	68671	5350		MARK ZINNEL		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$60.00	
	PO#:	Voucher #:	97261	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$60.00
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/20 & 4/30		\$115.00	
	PO#:	Voucher #:	97266	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$115.00
								Check Amount:	\$175.00
2689	FIN	68672	00398		SHERI TINKLENBERG		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 04/20 & 04/30		\$170.00	
	PO#:	Voucher #:	97268	Invoice	Invoice No: 05/23/2024	5/23/2024		Paid Amt:	\$170.00
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$85.00	
	PO#:	Voucher #:	97260	Invoice	Invoice No: 05/22/2024	5/23/2024		Paid Amt:	\$85.00
								Check Amount:	\$255.00

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68673	00779		THOMAS W HOUSELOG		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$55.00	
PO#:	Voucher #:	97254	Invoice		Invoice No: 05/22/2024	5/23/2024	Paid Amt:	\$55.00	
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/20		\$125.00	
PO#:	Voucher #:	97264	Invoice		Invoice No: 05/22/2024	5/23/2024	Paid Amt:	\$125.00	
							Check Amount:	\$180.00	
2689	FIN	68674	10281		LARISSA LYN PEMBERTON		Check		
				E 01	300 292 208 000 305	Consult & Serv.fees, TRACK 4/18		\$85.00	
PO#:	Voucher #:	97258	Invoice		Invoice No: 05/22/2024	5/23/2024	Paid Amt:	\$85.00	
							Check Amount:	\$85.00	
2689	FIN	68675	10232		AMAZON CAPITAL SERVICES		Check		
				E 01	300 050 172 000 401	General Supplies		\$26.88	
				E 01	103 203 171 000 430	Instructional Supply		\$125.31	
				E 01	300 258 234 000 430	Instructional Supply		\$103.32	
				E 01	300 640 173 316 401	General Supplies		\$31.48	
				E 01	300 301 501 830 433	Individualized Mat.		\$107.75	
				E 01	300 296 207 000 430	Instructional Supply		\$1,127.42	
				E 01	005 718 000 342 401	General Supplies		\$1,368.50	
				E 01	300 211 197 000 401	Special Ed Coffee Fund		\$184.75	
				E 01	300 620 591 000 401	General Supplies Library		\$125.78	
PO#:	Voucher #:	97271	Invoice		Invoice No: 05/23/2024	5/23/2024	Paid Amt:	\$3,201.19	
							Check Amount:	\$3,201.19	
2689	FIN	68676	9927		QUADIENT LEASING USA, INC,		Check		
				E 01	005 110 000 000 380	Short Term Lease Comp Tech		\$1,182.54	
				E 01	005 110 000 000 380	Short Term Lease Comp Tech		(\$1,182.54)	
				E 01	005 110 000 000 335	Short Term Lease Comp Tech		\$1,182.54	
PO#:	Voucher #:	97273	Invoice		Invoice No: Q1333965	5/24/2024	Paid Amt:	\$1,182.54	
							Check Amount:	\$1,182.54	
2689	FIN	68677	10066		ADLER COUNSELING PLLC		Check		
				E 01	005 730 000 000 379	Mental Health Professional Ser		\$550.00	
PO#:	Voucher #:	97287	Invoice		Invoice No: 24-04-01	5/28/2024	Paid Amt:	\$550.00	
							Check Amount:	\$550.00	
2689	FIN	68678	9807		BIOAG ENERGY SERVICES		Check		
				E 01	005 810 000 000 401	General Supplies		\$2,361.32	
PO#:	Voucher #:	97284	Invoice		Invoice No: 699846910	5/28/2024	Paid Amt:	\$2,361.32	
							Check Amount:	\$2,361.32	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68679	9574		BOLE-MOR LANES		Check		
				E 01	300 420 000 740 433	Individualized Mat.		\$450.00	
	PO#:	Voucher #:	97290	Invoice	Invoice No: 23/24	5/28/2024	Paid Amt:	\$450.00	
							Check Amount:	\$450.00	
2689	FIN	68680	10347		CATHY MARY STRAND		Check		
				E 01	300 211 000 000 305	Consult & Serv.fees		\$120.00	
	PO#:	Voucher #:	97280	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt:	\$120.00	
							Check Amount:	\$120.00	
2689	FIN	68681	00063		CITY OF PIPESTONE		Check		
				E 01	005 810 183 000 330	Utilities		\$57.51	
				E 01	005 810 183 000 330	Utilities		\$2,493.21	
				E 01	005 810 182 000 330	Garbage		\$1,240.00	
				E 01	005 810 183 000 330	Utilities		\$2,084.51	
				E 01	005 810 183 000 330	Utilities Paulsen Field		\$293.71	
	PO#:	Voucher #:	97275	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt:	\$6,168.94	
							Check Amount:	\$6,168.94	
2689	FIN	68682	00975		EWERT RECREATION CENTER		Check		
				E 01	300 420 000 740 433	Individualized Mat.		\$260.00	
	PO#:	Voucher #:	97282	Invoice	Invoice No: 5/282024	5/28/2024	Paid Amt:	\$260.00	
							Check Amount:	\$260.00	
2689	FIN	68683	00511		G & R CONTROLS		Check		
				E 01	103 810 000 000 350	Repair&maint Service		\$286.25	
	PO#:	Voucher #:	97274	Invoice	Invoice No: 144132	5/28/2024	Paid Amt:	\$286.25	
							Check Amount:	\$286.25	
2689	FIN	68684	10221		GREAT AMERICAN FINANCIAL SERVICES CORPORATION		Check		
				E 01	005 110 000 000 335	Short Term Rentals		\$1,338.82	
	PO#:	Voucher #:	97278	Invoice	Invoice No: 36580803	5/28/2024	Paid Amt:	\$1,338.82	
				E 01	005 110 000 000 335	Short Term Rentals		\$5,077.00	
	PO#:	Voucher #:	97279	Invoice	Invoice No: 36580802	5/28/2024	Paid Amt:	\$5,077.00	
							Check Amount:	\$6,415.82	
2689	FIN	68685	00256		HILLYARD INC/ SIOUX FALLS		Check		
				E 01	005 810 000 000 401	General Supplies		\$92.20	
	PO#:	Voucher #:	97285	Invoice	Invoice No: 605484558	5/28/2024	Paid Amt:	\$92.20	
							Check Amount:	\$92.20	
2689	FIN	68686	10256		INSTRUMENTALIST AWARDS		Check		
				E 01	300 258 234 000 401	General Supplies		\$87.00	
	PO#:	Voucher #:	97283	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt:	\$87.00	
							Check Amount:	\$87.00	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68688	00351		ISD 049-5, SIOUX FALLS		Check
				E 01	300 211 000 000 392 to Out-of-State Dist		\$328.24
	PO#:	Voucher #:	97289	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt: \$328.24
							Check Amount: \$328.24
2689	FIN	68689	7787		OVERHEAD DOOR CO.		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$1,290.00
	PO#:	Voucher #:	97276	Invoice	Invoice No: 0377357	5/28/2024	Paid Amt: \$1,290.00
							Check Amount: \$1,290.00
2689	FIN	68690	00425		SOJOS SPORTSWEAR		Check
				E 04	005 580 000 325 401 General Supplies		\$436.00
	PO#:	Voucher #:	97286	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt: \$436.00
							Check Amount: \$436.00
2689	FIN	68691	10378		SYNCED UP PRODUCTS		Check
				B 01	131 000 Prepaid Expenses & Deposits		\$3,500.00
	PO#:	Voucher #:	97281	Invoice	Invoice No: 24-1152	5/28/2024	Paid Amt: \$3,500.00
							Check Amount: \$3,500.00
2689	FIN	68692	7716		VERIZON WIRELESS		Check
				E 01	005 810 000 000 320 Communications/Phone 5/9-6/8		\$390.76
	PO#:	Voucher #:	97277	Invoice	Invoice No: 9963663039	5/28/2024	Paid Amt: \$390.76
							Check Amount: \$390.76
2689	FIN	68693	00351		ISD 049-5, SIOUX FALLS		Check
				E 01	300 410 000 740 392 to Out-of-State Dist		\$164.12
	PO#:	Voucher #:	97288	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt: \$164.12
							Check Amount: \$164.12
2689	FIN	68694	3693		HEALY AWARDS, INC		Check
				E 01	300 292 208 000 401 General Supplies		\$65.76
	PO#:	Voucher #:	97292	Invoice	Invoice No: 091240	5/28/2024	Paid Amt: \$65.76
							Check Amount: \$65.76
2689	FIN	68695	10379		PEMBERTON LAW, PLLP		Check
				E 01	005 010 113 000 305 Consult & Serv.fees		\$6,320.00
	PO#:	Voucher #:	97293	Invoice	Invoice No: 20246304-002M	5/28/2024	Paid Amt: \$6,320.00
							Check Amount: \$6,320.00
2689	FIN	68696	01179	1099	RATWIK ROSZAK & MALONEY PA		Check
				E 01	005 010 113 000 305 Consult & Serv.fees		\$1,037.00
	PO#:	Voucher #:	97294	Invoice	Invoice No: 05/28/2024	5/28/2024	Paid Amt: \$1,037.00
							Check Amount: \$1,037.00

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68697	10356		COLLEGE BOARD		Check		
				E 01	300 211 293 000 461	Standarized Tests-AP Exams		\$2,230.00	
PO#:	Voucher #:	97304	Invoice	Invoice No:	A251162751	5/29/2024	Paid Amt:	\$2,230.00	
							Check Amount:	\$2,230.00	
2689	FIN	68698	00890		STOUT & EVINK		Check		
				E 02	005 770 000 701 350	Repair&maint Service		\$605.60	
PO#:	Voucher #:	97296	Invoice	Invoice No:	99351	5/29/2024	Paid Amt:	\$605.60	
				E 02	005 770 000 701 350	Repair&maint Service		\$172.50	
PO#:	Voucher #:	97297	Invoice	Invoice No:	4917	5/29/2024	Paid Amt:	\$172.50	
				E 02	005 770 000 701 350	Repair&maint Service		\$292.85	
PO#:	Voucher #:	97298	Invoice	Invoice No:	99352	5/29/2024	Paid Amt:	\$292.85	
				E 01	005 810 000 000 350	Repair&maint Service		\$225.00	
PO#:	Voucher #:	97299	Invoice	Invoice No:	99348	5/29/2024	Paid Amt:	\$225.00	
				E 01	005 810 000 000 350	Repair&maint Service		\$75.00	
PO#:	Voucher #:	97300	Invoice	Invoice No:	99349	5/29/2024	Paid Amt:	\$75.00	
				E 01	005 810 000 000 401	General Supplies		\$12.96	
PO#:	Voucher #:	97301	Invoice	Invoice No:	99353	5/29/2024	Paid Amt:	\$12.96	
				E 01	005 810 000 000 401	General Supplies		\$181.46	
PO#:	Voucher #:	97302	Invoice	Invoice No:	99350	5/29/2024	Paid Amt:	\$181.46	
				E 01	005 810 000 000 401	General Supplies		\$466.88	
PO#:	Voucher #:	97303	Invoice	Invoice No:	99347	5/29/2024	Paid Amt:	\$466.88	
							Check Amount:	\$2,032.25	
2689	FIN	68699	10378		SYNCED UP PRODUCTS		Check		
				E 01	300 258 233 000 430	Instructional Supply		\$5,874.00	
PO#:	Voucher #:	97305	Invoice	Invoice No:	24-3078	5/29/2024	Paid Amt:	\$5,874.00	
							Check Amount:	\$5,874.00	
2689	FIN	68700	9186		TAHER, INC.- BIN# 135092		Check		
				E 01	300 258 233 000 369	Entry Fees/Student Travel		\$39.60	
PO#:	Voucher #:	97306	Invoice	Invoice No:	1002	5/29/2024	Paid Amt:	\$39.60	
							Check Amount:	\$39.60	
2689	FIN	68701	00096		EDGERTON CHRISTIAN ELEM		Check		
				E 03	005 760 000 720 360	Transp Cntrt W/Public Reg. MAY 2024		\$2,440.80	
PO#:	Voucher #:	97309	Invoice	Invoice No:	05/29/2024	5/29/2024	Paid Amt:	\$2,440.80	
							Check Amount:	\$2,440.80	
2689	FIN	68702	00890	00890	STOUT & EVINK		Check		
				E 01	300 850 000 302 520	Build Acq/Construct. WATER FOUNTAINS		\$5,936.46	
PO#:	Voucher #:	97308	Invoice	Invoice No:	99355	5/29/2024	Paid Amt:	\$5,936.46	
							Check Amount:	\$5,936.46	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68703	01140		JERS ELECTRIC INC		Check		
				E 01	005 810 000 000 350	Repair&maint Service, SB FIELD BROKEN CA		\$3,112.49	
PO#:	Voucher #:	97310	Invoice	Invoice No:	4912	5/29/2024	Paid Amt:	\$3,112.49	
				E 01	005 850 000 302 520	Build Acq/Construct, ELEMENTARY BALL FIE		\$4,818.90	
PO#:	Voucher #:	97311	Invoice	Invoice No:	4914	5/29/2024	Paid Amt:	\$4,818.90	
							Check Amount:	\$7,931.39	
2689	FIN	68704	00276		XCEL ENERGY		Check		
				E 01	005 810 184 000 330	Electricity - Paulsen Field		\$730.63	
PO#:	Voucher #:	97312	Invoice	Invoice No:	51-6709448-8	5/29/2024	Paid Amt:	\$730.63	
							Check Amount:	\$730.63	
2689	FIN	68705	4414		JENNIFER ZUPP		Check		
				R 02	005 000 000 701 601	Sales to Pupils		\$20.05	
PO#:	Voucher #:	97313	Invoice	Invoice No:	05/30/2024	5/30/2024	Paid Amt:	\$20.05	
							Check Amount:	\$20.05	
2689	FIN	68706	10199		TROY RYAN HEIDEBRINK		Check		
				E 01	005 810 000 000 305	Consult & Serv.fees, BOILERS		\$1,020.00	
PO#:	Voucher #:	97314	Invoice	Invoice No:	05/30/2024	5/30/2024	Paid Amt:	\$1,020.00	
							Check Amount:	\$1,020.00	
2689	FIN	68707	00256		HILLYARD INC/ SIOUX FALLS		Check		
				E 01	005 810 000 000 401	General Supplies		\$962.34	
PO#:	Voucher #:	97316	Invoice	Invoice No:	605493318	5/31/2024	Paid Amt:	\$962.34	
							Check Amount:	\$962.34	
2689	FIN	68709	6446		TRANE		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$165.00	
PO#:	Voucher #:	97315	Invoice	Invoice No:	314569376	5/31/2024	Paid Amt:	\$165.00	
							Check Amount:	\$165.00	
2689	FIN	68710	10213		NUTRIEN AG SOLUTIONS INC		Check		
				E 01	005 810 000 000 401	General Supplies		\$835.84	
PO#:	Voucher #:	97317	Invoice	Invoice No:	54265160	5/31/2024	Paid Amt:	\$835.84	
							Check Amount:	\$835.84	
2689	FIN	68711	5168		J. W. PEPPER & SON, INC.		Check		
				E 01	300 258 234 000 430	5128557 File-Finder envelopes Band/Orchestr		\$50.00	
				E 01	300 258 234 000 430	Shipping		\$12.99	
PO#: 18519	Voucher #:	97319	Invoice	Invoice No:	366458329	6/3/2024	Paid Amt:	\$62.99	
							Check Amount:	\$62.99	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68712	01140		JERS ELECTRIC INC		Check
				E 01	005 810 000 000 350	Repair&maint Service	\$414.00
PO#:		Voucher #:	97321	Invoice	Invoice No: 4932	6/3/2024	Paid Amt: \$414.00
							Check Amount: \$414.00
2689	FIN	68713	10302		MACKIN EDUCATIONAL RESOURCES		Check
				E 01	300 260 173 302 460	ISBN 9781508184294 Alvar Nunez Cabeza De	\$21.15
				E 01	300 260 173 302 460	ISBN 9789876097154 Amor, odio Y Otros Filtr	\$28.39
				E 01	300 260 173 302 460	ISBN 9781773064956 Aqui Era El Paraiso = H	\$9.83
				E 01	300 260 173 302 460	ISBN 9786073182911 Bahi, No Pongan Esa C	\$20.96
				E 01	300 260 173 302 460	ISBN 9781558858855 El Baile De Octavo Y O	\$18.05
				E 01	300 260 173 302 460	ISBN 9781947783713 Batman: Nightwalker: (\$24.84
				E 01	300 260 173 302 460	ISBN 9788418509124 Boton De Emergencia F	\$29.35
				E 01	300 260 173 302 460	ISBN 9781644734285 Casa En Mango Street	\$20.96
				E 01	300 260 173 302 460	ISBN 9781534461550 Casi Alcanzar Todo Spa	\$20.03
				E 01	300 260 173 302 460	ISBN 9788441419599 Rodrigo De Vivar, El Cic	\$5.95
				E 01	300 260 173 302 460	ISBN 9788408090649 El Silencio Del Asesino	\$21.39
				E 01	300 260 173 302 460	ISBN 9786078589593 Diario De Bruno Spa DC	\$21.69
				E 01	300 260 173 302 460	ISBN 9788416363971 Dime Que Significa Par	\$26.39
				E 01	300 260 173 302 460	ISBN 9781534429901 La Encrucuada Spa DC	\$17.12
				E 01	300 260 173 302 460	9788415140672 Entre Tonos De Gris Spa/8th	\$22.39
				E 01	300 260 173 302 460	ISBN 9786078589623 DOP 2929 Dewey FIC	\$21.69
				E 01	300 260 173 302 460	ISBN 9788417222390 El Caso Vermont DOP 2	\$17.89
				E 01	300 260 173 302 460	ISBN 9781644730584 Ciudades De Papel DO	\$21.93
				E 01	300 260 173 302 460	ISBN 9780744949183 Como Funciona El Esp:	\$24.25
				E 01	300 260 173 302 460	ISBN 9781534461246 Con Una Estrella En La	\$20.03
				E 01	300 260 173 302 460	ISBN 9786073166447 Contacto Spa DOP 201	\$15.47
				E 01	300 260 173 302 460	ISBN 9780593310786 Contigo, Siempre Spa L	\$21.93
				E 01	300 260 173 302 460	ISBN 9781338830866 Crecer Siendo Cubano	\$22.94
				E 01	300 260 173 302 460	ISBN97805993310762 Dejate llevar Spa DOP	\$21.93
				E 01	300 260 173 302 460	ISBN 9788483435489 ETTY En Los Barrancone	\$19.35
				E 01	300 260 173 302 460	ISBN 9788483435496 La Fabuladora Spa Dop	\$18.35
				E 01	300 260 173 302 460	ISBN 97815558858688 From Farworker To Asi	\$20.96
				E 01	300 260 173 302 460	ISBN 9786073716040 Habia Una Vez.. Mexica	\$27.75
				E 01	300 260 173 302 460	ISBN 9788420464053 Hombre Que Cayo Ala	\$19.35
				E 01	300 260 173 302 460	ISBN 9788418279980 ano Enla Pared Spa DC	\$18.84
				E 01	300 260 173 302 460	ISBN9788420444154 Mas Alla De Las Estrella	\$17.41
PO#: 18511		Voucher #:	97318	Invoice	Invoice No: 869869	6/3/2024	Paid Amt: \$638.56
							Check Amount: \$638.56

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68714	7830		MIDWEST SPECIAL INSTRUMENTS		Check		
				E 01	103 720 000 000 401	OAE Calibration		\$190.00	
				E 01	103 720 000 000 401	Possible OAE Repair (\$90/30 min)		\$140.00	
		PO#: 18318	Voucher #: 97320	Invoice	Invoice No: 2405481	6/3/2024		Paid Amt: \$330.00	
								Check Amount: \$330.00	
2689	FIN	68718	10232		AMAZON CAPITAL SERVICES		Check		
				E 01	207 361 849 000 430	Instructional Supply		\$84.52	
				E 01	300 301 501 830 433	Individualized Mat.		\$96.47	
				E 01	300 292 000 000 401	General Supplies		\$239.99	
				E 01	300 296 207 000 430	Instructional Supply		\$23.98	
				E 01	103 203 171 000 430	Instructional Supply		\$51.84	
				E 01	300 258 234 000 401	General Supplies		\$182.06	
				E 04	005 582 000 344 430	Instructional Supply		\$19.49	
				E 01	103 640 173 316 401	General Supplies		\$500.67	
				E 01	300 258 234 000 350	Repair&maint Service		\$88.19	
		PO#:	Voucher #: 97325	Invoice	Invoice No: 06/04/2024	6/5/2024		Paid Amt: \$1,287.21	
								Check Amount: \$1,287.21	
2689	FIN	68719	10053		COORDINATED BUSINESS SERVICES LTD		Check		
				E 01	005 110 000 000 380	Short Term Lease Comp Tech		\$3.33	
				E 01	005 110 000 000 380	Short Term Lease Comp Tech		(\$3.33)	
				E 01	005 110 000 000 380	Short Term Lease Comp Tech		\$3.33	
		PO#:	Voucher #: 97327	Invoice	Invoice No: 386512	6/5/2024		Paid Amt: \$3.33	
								Check Amount: \$3.33	
2689	FIN	68720	01622		PEPSI-COLA BOTTLING CO.		Check		
				E 01	300 211 180 000 401	General Supplies		\$32.00	
		PO#:	Voucher #: 97326	Invoice	Invoice No: 10569471	6/5/2024		Paid Amt: \$32.00	
								Check Amount: \$32.00	
2689	FIN	68721	00300		PIPESTONE PUBLISHING CO INC		Check		
				E 01	005 010 000 000 305	Consult & Serv.fees, SENIOR RECOGNIATIO		\$152.50	
		PO#:	Voucher #: 97330	Invoice	Invoice No: 55122	6/5/2024		Paid Amt: \$152.50	
								Check Amount: \$152.50	
2689	FIN	68722	00300	00300	PIPESTONE PUBLISHING CO INC		Check		
				E 01	005 010 000 000 305	Consult & Serv.fees, GRADUTATION PROGR,		\$397.50	
		PO#:	Voucher #: 97329	Invoice	Invoice No: 55123	6/5/2024		Paid Amt: \$397.50	
								Check Amount: \$397.50	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68723	9994		QUADIANT FINANCE USA, INC		Check
				E 01	005 020 000 000 329 Postage & Express		\$1,000.00
PO#:		Voucher #:	97331	Invoice	Invoice No: 7900044080886389	6/5/2024	Paid Amt: \$1,000.00
							Check Amount: \$1,000.00
2689	FIN	68724	00224		LUDOLPH BUS INCORPORATED		Check
				E 03	005 760 000 720 360 Transp Cntrt W/Public Reg. MAY 2024		\$80,548.00
PO#:		Voucher #:	97332	Invoice	Invoice No: 2032	6/6/2024	Paid Amt: \$80,548.00
							Check Amount: \$80,548.00
2689	FIN	68725	00224		LUDOLPH BUS INCORPORATED		Check
				E 01	207 211 000 733 360 Transp Cntrt W/Public		\$4,290.50
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$544.61
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$286.31
				E 01	300 258 233 733 360 Transp Cntrt W/Public		\$2,082.75
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$346.26
				E 01	207 211 000 733 360 Transp Cntrt W/Public		\$4,007.00
PO#:		Voucher #:	97333	Invoice	Invoice No: 4334	6/6/2024	Paid Amt: \$11,557.43
							Check Amount: \$11,557.43
2689	FIN	68726	00224		LUDOLPH BUS INCORPORATED		Check
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$108.60
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$80.50
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$108.60
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$120.75
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$231.68
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$115.00
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$108.60
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$92.00
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$139.37
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$92.00
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$175.57
				E 01	300 296 206 733 360 Transp Cntrt W/Public		\$115.00
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$117.65
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$92.00
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$267.88
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$97.75
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$512.23
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$178.25
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$298.65
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$126.50
				E 01	300 294 200 733 360 Transp Cntrt W/Baseball		\$352.95

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68726	00224		LUDOLPH BUS INCORPORATED		Check
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$109.25
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$182.81
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$103.50
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$99.55
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$109.25
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$255.21
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$109.25
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$114.03
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$143.75
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$168.33
				E 01	300 294 200 733 360	Transp Cntrt W/Baseball	\$92.00
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$228.06
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$103.50
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$179.19
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$92.00
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$217.20
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$126.50
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$108.60
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$184.00
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$320.37
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$132.25
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$220.82
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$161.00
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$108.60
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$149.50
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$108.60
				E 01	300 292 208 733 360	Transp Cntrt W/Publc	\$189.75
				E 01	103 201 000 733 360	Transp Cntrt W/Publc	\$369.57
				E 01	103 203 000 733 360	Transp Cntrt W/Publc	\$369.57
				E 01	300 240 000 733 360	Transp Cntrt W/Publc Phy Ed	\$199.10
				E 01	300 240 000 733 360	Transp Cntrt W/Publc Phy Ed	\$103.50
				E 01	207 211 000 733 360	Transp Cntrt W/Publc	\$209.96
				E 01	207 211 000 733 360	Transp Cntrt W/Publc	\$103.50
				E 01	207 211 000 733 360	Transp Cntrt W/Publc	\$209.96
				E 01	207 211 000 733 360	Transp Cntrt W/Publc	\$103.50
				E 01	103 203 000 733 360	Transp Cntrt W/Publc	\$209.96
				E 01	103 203 000 733 360	Transp Cntrt W/Publc	\$103.50
				E 01	103 203 000 733 360	Transp Cntrt W/Publc	\$209.96

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68726	00224		LUDOLPH BUS INCORPORATED		Check
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$103.50
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$170.14
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$97.75
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$170.14
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$97.75
				E 04	005 582 000 733 360		Transp Cntrt W/Pubc \$170.14
				E 04	005 582 000 733 360		Transp Cntrt W/Pubc \$92.00
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$211.77
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$92.00
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$211.77
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$92.00
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$208.15
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$103.50
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$208.15
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$103.50
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$147.00
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$101.06
				E 01	300 240 000 733 360		Transp Cntrt W/Pubc \$45.94
				E 04	005 582 000 733 360		Transp Cntrt W/Pubc \$110.25
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc Phy Ed \$73.50
				E 01	300 258 233 733 360		Transp Cntrt W/Pubc \$55.13
				E 01	103 203 000 733 360		Transp Cntrt W/Pubc \$238.88
				E 03	005 760 000 713 360		Transp Cntrt W/Pubc \$261.03
				E 03	005 760 000 713 360		Transp Cntrt W/Pubc \$332.22
				E 03	005 760 000 713 360		Transp Cntrt W/Pubc \$640.71
				E 04	005 582 000 733 360		Transp Cntrt W/Pubc \$10,491.89
				E 03	005 760 000 723 360		Transp Cntrt W/Pubc Handicap \$2,701.08
				E 03	005 760 000 723 360		Transp Cntrt W/Pubc Handicap \$9,293.70
				E 03	005 760 000 723 360		Transp Cntrt W/Pubc Handicap \$6,151.74
				E 03	005 760 000 723 360		Transp Cntrt W/Pubc Handicap \$5,288.02
				E 03	005 760 000 723 360		Transp Cntrt W/Pubc Handicap \$154.23
				E 01	005 760 000 725 360		Transp Cntrt W/Pubc \$1,276.80
PO#:		Voucher #:	97337	Invoice	Invoice No: 2033	6/6/2024	Paid Amt: \$49,335.92
							Check Amount: \$49,335.92
2689	FIN	68727	9074		A-OX WELDING SUPPLY INC		Check
				E 01	300 301 501 830 433		Individualized Mat. \$166.35
PO#:		Voucher #:	97344	Invoice	Invoice No: 0000304471	6/10/2024	Paid Amt: \$166.35
							Check Amount: \$166.35

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68728	3512		CHILDRENS CARE HOSP & SCHOOL		Check
				E 01	103 416 000 000 392	to Out-of-State Dist	\$1,326.00
				E 01	103 416 000 740 393	Sp Ed Contr Svcs Pup	\$9,863.00
				E 01	100 411 000 000 392	to Out-of-State Dist	\$1,326.00
				E 01	100 411 000 740 393	Sp Ed Contr Svcs Pup	\$5,583.00
PO#:	Voucher #:	97343	Invoice	Invoice No:	30000944	6/10/2024	Paid Amt: \$18,098.00
							Check Amount: \$18,098.00
2689	FIN	68729	00063		CITY OF PIPESTONE		Check
				E 01	005 810 000 000 401	General Supplies	\$2,724.78
PO#:	Voucher #:	97345	Invoice	Invoice No:	37524	6/10/2024	Paid Amt: \$2,724.78
							Check Amount: \$2,724.78
2689	FIN	68730	00511		G & R CONTROLS		Check
				E 01	005 810 000 000 350	Repair&maint Service	\$3,036.85
PO#:	Voucher #:	97339	Invoice	Invoice No:	144592	6/10/2024	Paid Amt: \$3,036.85
							Check Amount: \$3,036.85
2689	FIN	68731	6880		ITC		Check
				E 01	006 810 000 000 320	Communications/Phone	\$39.49
PO#:	Voucher #:	97338	Invoice	Invoice No:	11830652	6/10/2024	Paid Amt: \$39.49
							Check Amount: \$39.49
2689	FIN	68732	8654		PLUNKETT'S PEST CONTROL INC		Check
				E 01	005 810 000 000 350	Repair&maint Service	\$180.00
PO#:	Voucher #:	97340	Invoice	Invoice No:	8588858	6/10/2024	Paid Amt: \$180.00
							Check Amount: \$180.00
2689	FIN	68733	3697		SW/WC SERVICE COOPERATIVE		Check
				E 01	005 605 000 000 316	Tech Services Purchased Coop	\$8,730.00
				E 01	005 605 150 000 316	Data Processing Svcs	\$1,263.40
PO#:	Voucher #:	97342	Invoice	Invoice No:	75800	6/10/2024	Paid Amt: \$9,993.40
							Check Amount: \$9,993.40
2689	FIN	68734	9186		TAHER, INC.- BIN# 135092		Check
				E 01	005 640 173 316 401	General Supplies	\$1,487.50
PO#:	Voucher #:	97341	Invoice	Invoice No:	1009	6/10/2024	Paid Amt: \$1,487.50
							Check Amount: \$1,487.50
2689	FIN	68735	10402		AIR MADNESS		Check
				E 01	103 203 013 161 369	Entry Fees/Student Travel	\$200.00
PO#:	Voucher #:	97355	Invoice	Invoice No:	06/12/2024	6/12/2024	Paid Amt: \$200.00
							Check Amount: \$200.00

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68736	9704		DAHL MOTORS, LLC		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$195.98	
	PO#:	Voucher #:	97346	Invoice	Invoice No: 255861	6/12/2024	Paid Amt:	\$195.98	
							Check Amount:	\$195.98	
2689	FIN	68737	00256		HILLYARD INC/ SIOUX FALLS		Check		
				E 01	005 810 000 000 401	General Supplies		\$2,885.92	
	PO#:	Voucher #:	97351	Invoice	Invoice No: 605506686	6/12/2024	Paid Amt:	\$2,885.92	
				E 01	005 810 000 000 401	General Supplies		\$122.20	
	PO#:	Voucher #:	97352	Invoice	Invoice No: 605506684	6/12/2024	Paid Amt:	\$122.20	
				E 01	005 810 000 000 401	General Supplies		\$232.05	
	PO#:	Voucher #:	97353	Invoice	Invoice No: 605506685	6/12/2024	Paid Amt:	\$232.05	
							Check Amount:	\$3,240.17	
2689	FIN	68738	6458		HUBERT COMPANY LLC		Check		
				E 02	005 770 000 701 401	SEE ATTACHED		\$324.34	
	PO#: 18523	Voucher #:	97354	Invoice	Invoice No: 711183	6/12/2024	Paid Amt:	\$324.34	
							Check Amount:	\$324.34	
2689	FIN	68739	9556		PIPESTONE FLORAL		Check		
				E 01	300 301 501 830 433	Individualized Mat.		\$618.81	
	PO#:	Voucher #:	97357	Invoice	Invoice No: 1000020774	6/12/2024	Paid Amt:	\$618.81	
				E 01	300 301 501 830 433	Individualized Mat.		\$529.03	
	PO#:	Voucher #:	97358	Invoice	Invoice No: 1000020640	6/12/2024	Paid Amt:	\$529.03	
				E 01	300 301 501 830 433	Individualized Mat.		\$390.63	
	PO#:	Voucher #:	97359	Invoice	Invoice No: 1000020772	6/12/2024	Paid Amt:	\$390.63	
							Check Amount:	\$1,538.47	
2689	FIN	68740	9554		PIPESTONE FLORAL LLC		Check		
				E 01	300 301 501 830 433	Individualized Mat.		\$122.91	
	PO#:	Voucher #:	97356	Invoice	Invoice No: 06/12/2024	6/12/2024	Paid Amt:	\$122.91	
							Check Amount:	\$122.91	
2689	FIN	68741	9372		SPARKLE CAR WASH		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$94.50	
	PO#:	Voucher #:	97350	Invoice	Invoice No: 292251	6/12/2024	Paid Amt:	\$94.50	
							Check Amount:	\$94.50	
2689	FIN	68742	00890	00890	STOUT & EVINK		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$374.42	
	PO#:	Voucher #:	97347	Invoice	Invoice No: 99434	6/12/2024	Paid Amt:	\$374.42	
				E 01	005 810 000 000 350	Repair&maint Service		\$75.00	
	PO#:	Voucher #:	97348	Invoice	Invoice No: 99464	6/12/2024	Paid Amt:	\$75.00	

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	68742	00890	00890	STOUT & EVINK		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$32.80	
	PO#:	Voucher #:	97349	Invoice	Invoice No: 99426	6/12/2024	Paid Amt:	\$32.80	
							Check Amount:	\$482.22	
2689	FIN	68743	6836		Midwest Alarm		Check		
				E 01	005 605 150 000 350	Repair&maint Service		\$1,135.00	
	PO#:	Voucher #:	97360	Invoice	Invoice No: 376966	6/12/2024	Paid Amt:	\$1,135.00	
				E 01	005 810 000 000 350	Repair&maint Service		\$403.75	
	PO#:	Voucher #:	97361	Invoice	Invoice No: 377080	6/12/2024	Paid Amt:	\$403.75	
							Check Amount:	\$1,538.75	
2689	FIN	68744	8835		NEW DOMINION SCHOOL		Check		
				E 01	300 211 000 000 393	Sp Ed Contr Svcs Pup. MARCH 2024		\$1,390.88	
				E 01	300 408 000 740 393	Sp Ed Contr Svcs Pup. MARCH 2024		\$4,121.28	
	PO#:	Voucher #:	97363	Invoice	Invoice No: 12542	6/12/2024	Paid Amt:	\$5,512.16	
							Check Amount:	\$5,512.16	
2689	FIN	68745	4570		PIPESTONE MEDICAL GROUP		Check		
				E 01	103 420 000 740 394	to Non-Ed Agency, MAY 2024		\$258.85	
	PO#:	Voucher #:	97362	Invoice	Invoice No: PMC.SCHOOL	6/12/2024	Paid Amt:	\$258.85	
							Check Amount:	\$258.85	
2689	FIN	68746	5983		SIOUX VALLEY ENERGY		Check		
				E 01	300 810 184 000 330	Utilities - Electricity		\$19,319.00	
	PO#:	Voucher #:	97365	Invoice	Invoice No: 7058684000	6/12/2024	Paid Amt:	\$19,319.00	
				E 01	300 810 184 000 330	Utilities - Electricity		\$94.00	
	PO#:	Voucher #:	97366	Invoice	Invoice No: 7058684200	6/12/2024	Paid Amt:	\$94.00	
							Check Amount:	\$19,413.00	
2689	FIN	68747	9186		TAHER, INC.- BIN# 135092		Check		
				E 02	005 770 000 701 305	Consult & Serv.fees. MAY 2024		\$97,270.80	
	PO#:	Voucher #:	97364	Invoice	Invoice No: 0069701	6/12/2024	Paid Amt:	\$97,270.80	
							Check Amount:	\$97,270.80	
2689	FIN	68748	9739		SCHUMACHER ELEVATOR COMPANY		Check		
				E 01	005 810 000 000 350	Repair&maint Service		\$945.06	
	PO#:	Voucher #:	97368	Invoice	Invoice No: 40010008	6/14/2024	Paid Amt:	\$945.06	
							Check Amount:	\$945.06	
								Report Total:	\$681,099.43

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	HS	52408	10397		MAX TAUBERT		Check
				E 21	005 298 939 301 401	Spanish Club, Spanish Club, SPAIN FUNDRAI	\$75.13
PO#:		Voucher #:	97184	Invoice	Invoice No: 05/14/2024	5/14/2024	Paid Amt: \$75.13
							Check Amount: \$75.13
2689	HS	52409	5249		VISA		Check
				E 21	005 298 957 301 401	Prom	\$31.28
				E 21	005 298 957 301 401	Prom	\$469.01
				E 21	005 298 957 301 401	Prom	\$200.00
				E 21	005 298 957 301 401	Prom	\$100.49
				E 21	005 298 957 301 401	Prom	\$16.03
				E 21	005 298 957 301 401	Prom	\$57.71
				E 21	005 298 957 301 401	Prom	\$96.70
				E 21	005 298 957 301 401	Prom	\$12.81
				E 21	005 298 957 301 401	Prom	\$396.58
				E 21	005 298 925 301 401	French Club	\$38.78
				E 21	005 298 925 301 401	French Club	\$36.99
				E 21	005 298 944 301 401	Robotics	\$449.95
				E 21	005 298 944 301 401	Robotics	\$1,084.90
				E 21	005 298 944 301 401	Robotics	\$1,640.07
				E 21	005 298 930 301 401	HS Student Council	\$414.00
				E 21	005 298 922 301 401	FFA	\$117.56
				E 21	005 298 922 301 401	FFA	\$26.92
				E 21	005 298 922 301 401	FFA	\$165.27
				E 21	005 298 922 301 401	FFA	\$90.82
				E 21	005 298 922 301 401	FFA	\$201.57
				E 21	005 298 922 301 401	FFA	\$78.72
				E 21	005 298 922 301 401	FFA	\$77.96
				E 21	005 298 922 301 401	FFA	\$416.00
				E 21	005 298 922 301 401	FFA	\$57.52
				E 21	005 298 944 301 401	Robotics	\$0.00
PO#:		Voucher #:	97217	Invoice	Invoice No: 0671	5/21/2024	Paid Amt: \$6,277.64
							Check Amount: \$6,277.64
2689	HS	52410	7312		NATIONAL FFA ORGANIZATION		Check
				E 21	005 298 922 301 401	FFA	\$876.80
PO#:		Voucher #:	97224	Invoice	Invoice No: 05/22/2024	5/22/2024	Paid Amt: \$876.80
							Check Amount: \$876.80

Pipestone Area Schools ISD #2689 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2689	HS	52411	10232		AMAZON CAPITAL SERVICES		Check		
				E 21	005 298 957 301 401 Prom			\$1,323.84	
	PO#:	Voucher #:	97272	Invoice	Invoice No: 05/23/2024	5/23/2024		Paid Amt:	\$1,323.84
								Check Amount:	\$1,323.84
2689	HS	52412	9186		TAHER, INC.- BIN# 135092		Check		
				E 21	005 298 964 301 401 Class of 2024, SENIOR BREAKFAST			\$450.00	
	PO#:	Voucher #:	97295	Invoice	Invoice No: 1005	5/29/2024		Paid Amt:	\$450.00
								Check Amount:	\$450.00
2689	HS	52413	7485		AMY LORANG		Check		
				E 21	005 298 925 301 401 French Club			\$151.74	
	PO#:	Voucher #:	97324	Invoice	Invoice No: 06/04/2024	6/4/2024		Paid Amt:	\$151.74
								Check Amount:	\$151.74
2689	HS	52414	10245		DUFAULT PUBLISHING INC		Check		
				E 21	005 298 964 301 401 Class of 2024			\$134.02	
	PO#:	Voucher #:	97323	Invoice	Invoice No: 4671	6/4/2024		Paid Amt:	\$134.02
								Check Amount:	\$134.02
2689	HS	52415	10290		MOLLY SCHILLING		Check		
				E 21	005 298 914 301 401 Boys Basketball			\$225.00	
	PO#:	Voucher #:	97322	Invoice	Invoice No: 06/04/2024	6/4/2024		Paid Amt:	\$225.00
								Check Amount:	\$225.00
2689	HS	52416	10245		DUFAULT PUBLISHING INC		Check		
				E 21	005 298 964 301 401 Class of 2024			\$59.80	
	PO#:	Voucher #:	97328	Invoice	Invoice No: 4737	6/5/2024		Paid Amt:	\$59.80
								Check Amount:	\$59.80
2689	HS	52417	6392		SHANE REINHARD		Check		
				E 21	005 298 913 301 401 Baseball			\$191.59	
	PO#:	Voucher #:	97334	Invoice	Invoice No: 06/06/2024	6/6/2024		Paid Amt:	\$191.59
								Check Amount:	\$191.59
2689	HS	52418	9554		PIPESTONE FLORAL LLC		Check		
				E 21	005 298 964 301 401 Class of 2024			\$772.71	
	PO#:	Voucher #:	97367	Invoice	Invoice No: 1000020803	6/12/2024		Paid Amt:	\$772.71
								Check Amount:	\$772.71
								Report Total:	\$10,538.27

Pipestone Area Schools ISD #2689 Voucher Detail Report by Voucher Number

Batch	Vo	St Ty	Description	SKU Code	PO No	Loc	L	Fd	Org	Pro	Crs	Fin	O/S	Prd	Dist %	Units	Rate	Disc %	Amount	
1	8333		TSP, INC					05/15/2024		0060879										
		97193	Consult & Serv.fees, AMENDME																	
		P I	Consult & Serv.fees, AMENDMENT #2 TRAC			101	E	06	005	870	000	000	305	202411	100.00%	1.00	42,598.50	100.00%	42,598.50	
Voucher Total																		42,598.50		
1	8333		TSP, INC					05/15/2024		0060746										
		97194	Consult & Serv.fees. CONSTRU																	
		P I	Consult & Serv.fees. CONSTRUCTION DOC			101	E	06	005	870	000	000	305	202411	100.00%	1.00	3,115.72	100.00%	3,115.72	
Voucher Total																		3,115.72		
1	8333		TSP, INC					05/15/2024		0060880										
		97195	Consult & Serv.fees, ARCHITEC																	
		P I	Consult & Serv.fees, ARCHITECTURAL SEF			101	E	06	005	870	000	000	305	202411	100.00%	1.00	2,150.00	100.00%	2,150.00	
Voucher Total																		2,150.00		
Report Total																		47,864.22		

Little Arrows Preschool

Parent Handbook

2024-2025 School Year



Dawn Samuelson – 507-562-6300 or
email dawn.samuelson@pas.k12.mn.us

Jenny Amundson – 507-562-6301 or
email jenny.amundson@pas.k12.mn.us

Anne Shelton – 507-562-6302 or
anne.shelton@pas.k12.mn.us

JUST PLAYING

When I am building in the block room,
Please don't say, "I'm just playing." For,
you see, I'm learning as I play About
balance and shapes.

When I'm getting all dressed up, Setting
the table, caring for the babies.
Don't get the idea I'm "just playing."
I may be a mother or father someday.

When you see me up to my elbows in paint,
Or standing at an easel, or modeling and shaping clay,
Please don't let me you say, "He's just playing." For,
you see, I am learning as I play.
I'm expressing myself and being creative.
I may be an artist or an inventor someday.

When you see me sitting in a chair
"Reading to an imaginary audience,
Please don't laugh and think I'm "just playing."
For, you see, I'm learning as I play.
I maybe a teacher someday.

When you see me combining the bushes of bugs,
Or packing my pockets with choice things I find.
Don't pass it off as "just playing."
For, you see, I'm learning as I play I
may be a scientist someday.

When you see me engaged in a puzzle.
Or "play anything" at my school.
Please don't feel the time is wasted in "play" For,
you see, I'm learning as I play.
I'm learning to solve a problem and concentrate
I may be in business someday.

When you see me cooking or tasting foods,
Please don't think that because I enjoy it, it is just "play."
For, you see, I'm learning as I play
I'm learning how my body works
I may be a doctor, nurse, or athlete someday.

When you ask me what I've done at school today,
And I say, "I played!"
Please don't misunderstand me.
For, you see, I'm learning as I play.
I'm learning to be successful in work.
I'm preparing for tomorrow.
Today, I'm a child and my work is play.

OUR PHILOSOPHY

It is the goal of Little Arrows Preschool to provide high-quality care and education in a safe, nurturing environment to the families and children we serve. Children's school readiness is affected by the early care and learning experiences they receive. With current brain research from children birth to 5 it has shown these influences can help the child's ability to learn and succeed in school. Children will enter kindergarten with the skills necessary for school success!

OUR CURRICULUM

We use Creative Curriculum. With the curriculum, each child can explore and discover as a way of learning. The curriculum enables children to develop confidence, creativity, and lifelong critical thinking skills. There are 10 areas of development and learning within this curriculum. The areas are social-emotional, physical, language, cognitive, literacy, science and technology, social studies, mathematics, the arts, and English language acquisitions. With our curriculum, we use an assessment called TS GOLD. This is completed twice a year for each child that attends. Our preschool also participates in a framework called Classroom Engagement Model (CEM).

CLASSROOM ENGAGEMENT MODEL (CEM)

What is Classroom Engagement Model (CEM)? A framework for using the DEC Recommended Practices to improve engagement, social relationships, and independence for children with and without disabilities; and to promote full participation of every child in a classroom setting.

How does CEM work? Through training and coaching, practitioners increase their ability to engage all children, learn strategies to engage individual children, generate ideas for teaming and collaboration, and expand their understanding of how to use data to drive instruction and intervention. There is a partnership between the families and schools for goal setting.

Why do we do CEM? When children are engaged, they are ready to learn.

CLASS SCHEDULE

3-4 year olds attend Monday/Thursday or Tuesday/Friday either AM or PM

4-5 year olds attend Monday thru Friday either AM or PM

AM Session 8:15-11:15

PM Session 12:15-3:15

TYPICAL DAILY SCHEDULE

During the school day, we follow a daily schedule. Within this daily schedule are circle time, center time, snack time, free choice play time, and outside time (weather permitting). Children will be able to work alone and in groups. Teachers will take observations during the day to identify the children's needs and interests.

SCHOOL CLOSINGS/LATE STARTS

When PAS is 2 hours late we will still have class. AM session will go from 10:15 -12:15

PM session will go from 1:15-3:15.

If there are any early dismissals the afternoon session will not meet. School announcements can be seen on the local weather channel, or heard on the radio, or you can sign up for the school app through the App Store – Pipestone Area MS/HS.

TRANSPORTATION

We have several different options for you to pick from when it comes to transporting your child to and from school. Parents can pick up and drop off their children. Use the parent pick-up and drop-off line in front of the elementary school. Parents can call the Pipestone Transit at 507-825-1180. Parents are responsible for buying tokens/passes and communicating with the transit about where to pick up and drop off their children. If older siblings ride on the bus to or from school; the preschool child can also ride with them. We are also now offering busing from Ludolph Bus Service at 11:15 and 12:15 times. To set up that service call Ludolph Bus Service at 507-825-2303.

DROP OFF AND PICK UP TIME

If you are dropping off your child for either AM or PM session, please do not bring them prior to **7:50** for the morning session and **11:55** for the afternoon session unless you have made arrangements with the classroom teacher. Teachers are planning lessons and attending school meetings.

EARLY DISMISSAL DAYS/Early Childhood Screenings

Your teacher will send a calendar home monthly. On this calendar will be days of **NO SCHOOL**. When there is an early dismissal. Follow the early out schedule provided by your classroom teacher. We do Early Childhood

Screenings three times a year at the preschool. When we do those, there will also be **NO** preschool that day.

******New schedule due to the early out schedule on most Wednesdays******

On those, Wednesday's the morning session classes will be held on the 1st & 3rd Wednesday of the month and for the afternoon session classes will be held on the 2nd & 4th Wednesday of the month in the morning.

OPEN HOUSE

We will have an open house before school starts so your child can become familiar with the classroom and the staff that will be there.

SNACKS

We do have a snack every class day. A snack calendar will be sent home every month of who brings the snack on which days. Some examples of snacks include: crackers, cheese sticks, yogurt, pretzels, chex mix, pudding, applesauce, granola bars, or fruit cups.

BREAKFAST/LUNCH

If your child attends the AM session they will be offered breakfast that is provided by the school. If your child attends the PM session they will be offered lunch that is provided by the school.

TUITION

We have a set fee for the Little Arrows preschool program. Each family will fill out a Free/Reduced Meal form and that is how your tuition is based. The **2024-2025** school year Pathway II scholarship applications will be completed by all families. Scholarship funding will be determined if the families meet income guidelines.

3-4 year olds - \$75/month, 2 days a week, Reduced qualification - \$37.50/month, and Free qualification - \$25/month.

4-5 year olds - \$125/month, 5 days a week, Reduced qualification - \$75/month, and Free qualification - \$25/month.

Tuition will NOT be reimbursed due to any E-Learning days implemented. Please make checks payable to PAS Learning Readiness. **There will be a \$5 late for every month your bill is not paid by the end of the month.**

TOILETING

Your child does not need to be toilet trained to attend preschool. If your child wears diapers or other toileting products, send a supply to be left at school. Diapers or pull-ups and wipes. If you are in the process of toilet training let us know what strategies you are using at home so we can be consistent at school. If your child is in the process of toileting and using underwear. In their bag, send dry underwear and pants just in case of accidents.

ILLNESS

If you as a parent feel that your child is not feeling well it is best for them and the rest of the class if they stay home. If your child becomes sick or ill during the school day parents will be notified. For illness purposes please keep us informed on new phone numbers. Below are common illnesses and a guide for you to follow.

*A fresh **cold** – nasal discharge, cough, watery eyes which have developed within 24 to 48 hours and are contagious keep your child home.

*Must be **fever** free for 24 hours before returning to school.

*If your child has **vomited** or had **diarrhea** keep home for 24 hours after symptoms have resolved and the child can keep food and fluids down.

***Strep throat** you must wait 24 hours after antibiotics have begun.

*If your child has **pink eye** they need to have used prescribed eye ointment and should not return to school for 24 hours.

IMMUNIZATIONS

Every child has to have a record of their immunizations in their file. The school nurse will notify you if there is more information needed.

MEDICATIONS

If your child needs to take any medications, they need to come to school in the pharmacy bottle and notes. The medicine can be given to the school nurse.

ABSENCE

If your child is going to be absent for the day let the teacher know. You can either call the office at 562-6204 or email the teacher.

CLOTHING

Please have your child wear comfortable clothing to school. We do some messy activities so do not send clothes that you don't want to get stained. We do art projects, we have playdough in the classroom as well as a sand/water table. Extra clothes can be sent in the backpack or we can store them at school in a Ziploc bag.

DISCIPLINE POLICY

Discipline is a vital component of the learning process of a child. Gentle discipline is a means of teaching, guiding, and training. When boundaries and expectations are clearly defined, children feel secure. By setting rules and clearly communicating expectations, misbehaviors can be avoided and children can develop self-discipline and self-control. Children will be reminded of the rules, redirected, separated from the problem situation, or sometimes given a brief time-out. Time-out is the removal of a child, for a short period of time, from a situation in which the child is misbehaving and has not responded to other discipline techniques. The space is usually a chair and is located away from the classroom activity but within the teacher's sight. During the time-out, the child has a chance to think about the misbehavior which led to their removal from the group. After a brief interval, the teacher discusses the incident and appropriate behavior with the child.

PIPESTONE AREA ELEMENTARY

STUDENT/PARENT HANDBOOK SIGNATURE PAGE

After reading the Student/Parent Handbook, please sign the appropriate lines below and return the form to your child's classroom teacher.

We, the parent (s)/guardians of, agree to follow the policies outlined in the student handbook for the current school year. We recognize the right and responsibility to discuss the rules and policies with our child and recognize it is the right and responsibility of the staff and teachers to make the rules and reinforce them.

Student name _____

Signature of Parent/Guardian _____

Date _____

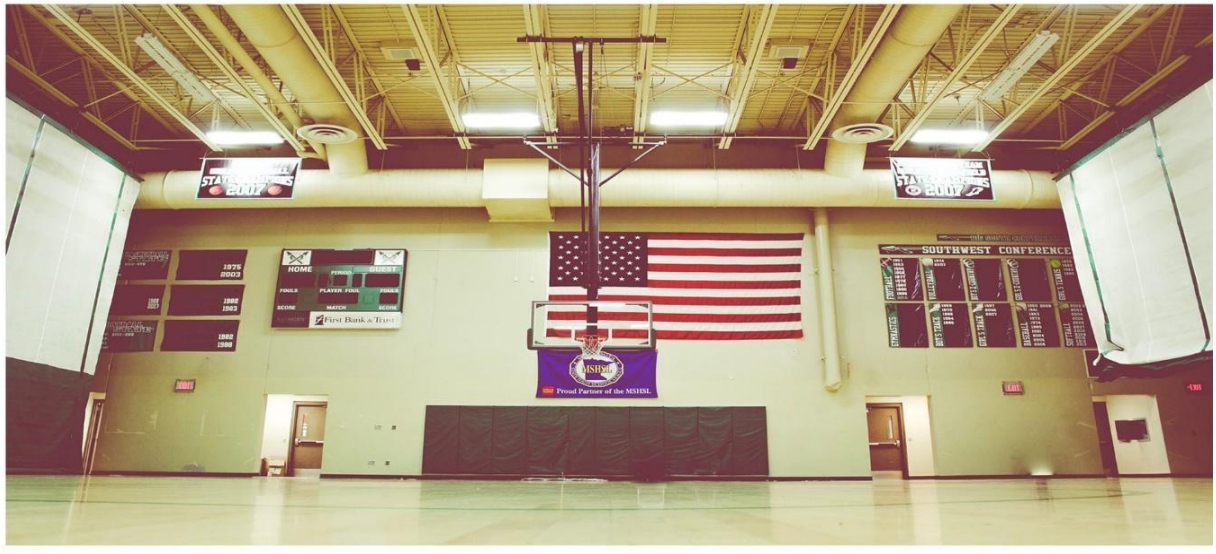
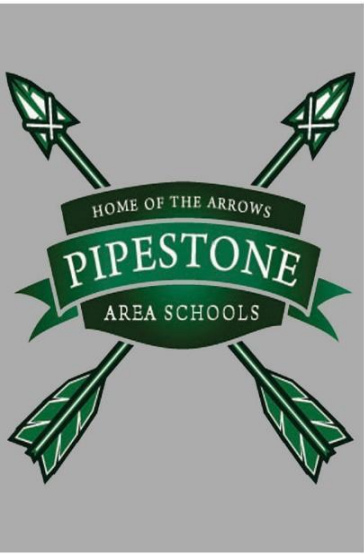
Signature of Parent/Guardian _____

Date _____

I have read the handbook and understand the policies including the updated tuition section. _____ (initial)

Please sign and return this page to the office.

Athletic/Activity HANDBOOK



PAS ARROWS



2024-2025

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PIPESTONE AREA ARROWS ATHLETIC/ACTIVITIES POLICY BOOK 2024-2025

I. Administration of Interscholastic Athletics/Activities

A. Statement of Philosophy

It is the intention of Pipestone Area High School to provide for all students interested to participate in athletic and/or activities for which they have the physical and mental qualifications to be able to compete on an interscholastic basis, to promote standards of sportsmanship and encourage growth of responsible citizenship among students with our school and schools with which we compete, to encourage athletes to attain a higher degree of scholarship within the classroom.

B. Objectives of Participation

To develop physical skills, mental skills, good citizenship, good health habits, responsibility, leadership, discipline, loyalty.

Code of Ethics

Minnesota State High School Coaches Association

AS A PROFESSIONAL EDUCATOR

I WILL

1. Strive to develop in each participant the qualities of leadership, initiative, and good judgment.
2. Respect the integrity and personality of the individual participant.
3. Encourage the highest standards of conduct and scholastic achievement among all participants.
4. Seek to inculcate good health habits including the establishment of sound training rules.
5. Fulfill responsibilities to provide health services and an environment free of safety hazards.
6. Exemplify the highest moral character, behavior, and leadership.
7. Promote ethical relationships among coaches.
8. Encourage a respect for all athletics and/or activities and their values.

9. Abide by the rules of the game in letter and spirit.
10. Respect the integrity and judgment of officials.
11. Display modesty in victory and graciousness in defeat.
12. Demonstrate a mastery of and continuing interest in coaching principles and techniques through professional improvement.

I WILL NOT

1. I will not approve commercialism, solicitation, subsidizing, or professionalism entering into high school athletics and/or activities.

C. Administration Organization

School District 2689 Board of Education is the policy making body. They select the administration who are responsible for carrying out its policies.

1. The High School Principal, along with the activities director, will recommend to the Board of Education the coaching assignments. The superintendent or the activities director will represent the school or delegate this responsibility at all Subsection/Section 3A and other Minnesota State High School League meetings. The superintendent has the right to question and change any internal decisions made by the principals, activities director, or coaches.
2. The activities director reports to the High School Principal. Primary responsibility of the activities director is to supervise the interscholastic athletic and fine arts activities programs. All home athletic contests are under the direction of the activities director and the administration regardless if they are conference, non-conference, district, regional, or state related events. There are times that the activities director, with administrative approval, will delegate someone as site manager at a home contest or appoint someone to be the official school representative at away contests. These people will carry out the duties and responsibilities that are required of the position.
3. The head coach is responsible for all matters pertaining to the organization and administration of coaching the team under his/her direction and shall enforce all rules of the Minnesota State High School League as they pertain to the respective activity. He/she will make decisions relative to the successful operation of the activity that are consistent with established policies and procedures. The head coach is to be responsive to the instructions of the activities director and building administrators.
4. The assistant coach supports the head coach in conducting the athletic/activities program of that particular sport/activity and the total athletic/activities program of the Pipestone Area School system in general. In the absence of the head coach, he/she shall assume all the responsibilities herein designated as those of the head coach.

D. Affiliations

1. Minnesota State High School League

- A. Membership is extended to each Minnesota High School as approved by its governing board, high schools associated with state supported universities or colleges, and state supported institutional high schools. Schools must be doing a minimum of (3) years of senior high school work or (4) years of grades 9-12 accredited by the State Department of Education. To be eligible for membership in the Minnesota State High School League, the governing board of each such school must pass a resolution applying for membership for each of its high schools in which it agrees to abide by and enforce the Articles of Incorporation, Constitution, By-Laws, and Rules and Regulations of the League.
- B. The annual membership dues shall be established by the board of Directors and shall be payable by October 1 of each year. Schools failing to pay dues for any year are not eligible to participate in league activities for that year.
- C. Being a member school of the high school league, Pipestone Area is placed in Section 3A and Sub Section 10 of league related events.

II. Staff Responsibilities

A. Activities Director

- 1. Actively participate and maintain membership in the Minnesota Interscholastic Athletic Administrators Association and its affiliate organizations.
- 2. Exert a positive influence in the processes of employment, selection, and assignment of coaching personnel.
- 3. Schedule all competitive sports/activities.
- 4. Evaluate both programs and personnel.
- 5. Represent Pipestone Area High School at Subsection, Sectional District, Region, Conference, and higher-level meetings.
- 6. Supervision of all coaches.
 - a) Unify systems and coaching staff according to the needs and desires of the head coach.
 - b) Establish with administration a site manager for home events.
 - c) Make arrangements with custodial staff for home contests, be responsible for tickets and money boxes, and turn in all worker vouchers.
- 7. Make arrangements for athletic/fine arts banquets.

8. Supervise award system.
9. Interview new applicants and help assign all coaches in the system.
10. Supervise and authorize purchase of athletic/activities equipment.
11. Arrange for all transportation.
12. Arrange for all necessary meals.
13. Prepare annual reports, policies, and booklets.
14. Work with all service clubs.
15. Responsible for building projects.
16. Hire officials for all home contests.
17. Arrange for concessions at athletic events.
18. Work with the principals and counselors.
19. Assist in money-raising projects for athletic & activity programs.
20. Work closely with the Minnesota State High School League in all matters pertaining to rules and regulations of the association.
21. Work with the Booster Club.
22. Handle reservations for any overnight trip.
23. Arrange for publicity to local newspapers when necessary.
24. Coordinate the use of athletic facilities.

B. Head Coaches

1. Be familiar with the objectives, organization, policies, and procedures of the Pipestone Area School, Conference, Subsection, Section and State, relative to the athletic/activities program.
2. Conduct training and game experiences in such a manner that the welfare of each participant is always of paramount consideration.
3. Maintain technical competence by participating in clinics, rules meetings, etc.
4. Directly supervise all matters relative to the sport/activity.
 - a) Instruct subordinates in a preplanned, reasonable and purposeful manner.

- b) Keep school officials, particularly the Activities Director, advised of situations pertinent to the conduct of your sport/activity.
 - c) Make decisions relative to the successful operation of the sport/activity that are consistent with established athletic/activity policies and procedures.
 - d) Act as a positive spokesman for athletic/activity policies and procedures to participant personnel.
 - e) Establish rules for participant conduct as deemed necessary. Clearly define the expectations of team members.
 - f) Plan and conduct all practice sessions.
5. Be responsible for preparing public information releases regarding his/her particular activity. Telephone or personal interviews, when requested by news agencies, are not considered a press release. In interviews, coaches and others connected with the athletic/activities program should bear in mind that their statements are published and read by people who are for and against the school's program. Consequently, these statements should be carefully weighed and considered before they are given to the mass media personnel.
 6. Submit an alphabetized list of the students who will participate inter scholastically to the activities director within the 1st week of the start of each athletic season. This is mandatory for all levels.
 7. On the MSHSL website see that your roster and schedule is posted and keep it up to date. The MSHSL and Section 3A look at this site. Rosters for games & programs will be taken from the website. If your team/individuals make it to state, all info will be taken from the website. Also, keep your scores up to date.
 8. Conduct all staff meetings and be in charge of all tryouts, practices, team meetings, and contests for your sport/activity.
 9. Report injuries by filling out an injury report of participant/s to the proper school officials, and inform the principal and/or Activities Director. Coaches are cautioned to exercise great care in dealing with all injuries and particularly those that are of serious nature. In all cases, when a participant seeks advice from a medical professional for an injury or health related issue, they must get a release from that medical professional (signed and in writing) to return to participation in that activity.
 10. Support and conform to decisions and policies that have been established.
 11. Select Student managers as necessary.
 12. Report the scores and results of all home contests to the media.
 13. Lettering - Submit to the activities director a written copy of your criteria at the beginning of your sport/activity (season) and convey to the participant the criteria that you will

use.

14. Determine if an ineligible participant will travel out of town with the team.

C. Assistant Coaches/Junior High Coaches

1. Communicate with the head coach and the team.
2. Attend staff meetings when called by the head coach.
3. Assist with scouting of varsity games, if applicable.
4. Assume any duties assigned to him/her by the head coach.
5. Be at all practices. There may be times when you will be asked to attend or help at varsity practices.

D. Coaches outside the school system must be approved by the Activities Director and Administration. This person needs to complete a background check prior to coaching.

E. Volunteer Coaches

Any person helping out as a volunteer coach must be approved by the Activities Director and the Administration. This person must have a background check prior to volunteering.

III. Policies

A. Students are required to have a physical every 3 years to participate in athletics, cheerleading and marching band (includes Flags) it is recommended that participants get a physical done the start of their 7th grade year and 10th grade year. Students are required to have a medical physical before they participate in any activity in accordance with Minnesota High School state policy.

B. Students in athletics and cheerleading are required to have impact testing prior to participation. Impact testing is every three (3) years. If an athlete/cheerleader started competition in 7th grade they would have it done prior to participation and then again in 10th grade. Impact testing gives the Doctors a baseline to check with a person who might have a concussion in the field of play.

C. ATTENDANCE AT COACHING CLINICS

Upon prior approval from the activities director, the school will pay \$125.00 for a head coach and \$125.00 for an assistant coach to attend one coaching clinic per year. To be reimbursed, receipts must be turned in to the activities director. School vehicles can be used if they are available.

D. TRANSPORTATION

For out-of-town contests the school shall provide the transportation and all coaches shall remain in charge of their squad until the students are returned safely to Pipestone. In the event that a parent wishes to take their child from a contest, the parent must fill out a Travel Release Form which can be found on the school's web-site or they may obtain one in the activities office at the high school. The form needs to be filled out completely, dated and signed, and then returned to the activities office

either physically or emailed directly to the activities director no later than 12:00pm the day of the contest. The activities director will then inform the coach that the student has been cleared to leave with his/her parents.

E. EARLY DISMISSAL

A list of the participants to be excused should be emailed to staff as soon as reasonably possible, preferably at least a day before departure.

F. SCRIMMAGES

Scrimmages can be arranged by coaches but must be approved by the activities director. The MN State High School League defines an inter-school scrimmage as a practice and training period or session and said practice or training sessions not to approximate or equal actual game conditions. An inter-school scrimmage or practice session must be designated as a game, and count as one of the maximum permitted, if any one of the following conditions pertain to said event:

- If game rules, time limits, etc., are observed.
- If game officials are used.
- If a game is advertised, and/or admissions are charged.
- Athletes who are ineligible may compete in scrimmage.

G. ISSUING OF ATHLETIC EQUIPMENT

The Head Coach of that sport will be responsible for the issuing of equipment to the athletes. The coaches will maintain a complete record of all the equipment issued. Before any student may be engaged in any sport sponsored by Pipestone Area High School he/she must complete and pass a physical examination by a qualified physician, and have a clearance slip from the office.

The clearance slip requires:

1. Eligibility slip signed by the parent/guardian showing that the rules have been read;
2. Up to date Impact (concussion) test;
3. Any/all lost equipment fines paid;
4. Physical on file.

H. CARE OF EQUIPMENT

All coaches are expected to instruct the athletes in the care of equipment issued to them. An appreciation of the cost of quality equipment should lead to a more careful handling and storage. Equipment issued to athletes and coaches is to be used or worn only for official practices, games, or meets.

I. LOCKER ROOM RESPONSIBILITIES

Each coach is responsible for the actions of the members of his/her squad from the time they report

to the locker room for practice until they leave the building after practice. It is the coach's responsibility to be present at the time that the athletes are to report for practice, games, or meets, home or away, and stay until the last athlete has left to ensure that lights and showers are turned-off, the doors are locked, and equipment is locked up, and the room left as neat as possible.

J. SCHOOL ATTENDANCE

Students must be in school at the start of the 2nd hour and be present in the classroom the remainder of the day, to participate or practice in any extracurricular activity that day. The principal or activities director may approve a waiver of this rule for medical, dental or other emergency situations.

K. SCHEDULING CONFLICTS

Any scheduling conflicts between activities shall be solved by the activities director, building administrator, coach, and activity advisor involved, and prior to informing the students.

L. STATE TOURNAMENTS

1. If Pipestone Area High School has any participants involved in the State Tournament the school will pay transportation, meals, and room expenses for the head coach, assistant, and state participant(s). Meal allowance for state participants will be \$50 per day.
2. If only one participant qualifies for the State Tournament, he/she may take one teammate along for company. Preferably this person is to be a senior, who has been out for the same activity.
3. Cheerleaders:

If any sports team qualifies for state tournament all varsity cheerleaders can go with all expenses paid. In any sport where there is individual advancement as well as team, no cheerleaders will go to individual advancement. Cheerleading advisors will work with the Activities Director to arrange transportation to the event. We will try to arrange a fan bus first for transportation of the cheerleaders, though they may be placed on the players bus if needed.

4. If Pipestone Area participants are not involved in state tournament play, the head coach and varsity assistant coach(es) will be allowed to attend the state tournament for two (2) days. Approval must be secured in advance from the high school principal. The school will pay transportation, meals, and room expenses. When the receipt for tickets is submitted to the activities administrator, the coach will be reimbursed for the cost of the tickets.

M. PARENTS NIGHT

Each activity is allowed a parents night for the varsity players if they choose to have one. It will be up to each head coach to arrange and plan for parent's night. The Arrow Booster Club may help.

N. BAND

The band will play only at those athletic contests that they chose to. Usually they will play no more than twice a week.

O. AWARDS

1. Lettering –Participants may receive one letter for sports/activity throughout their career. Anyone lettering in another sport/activity or the same sport/activity the following year will receive a certificate and pin. The major letter is mainly for participants in grades 10-11-12.
2. Numeral - Receive upon lettering for the first time.
3. Pins - For those who earn their 1st varsity letter and thereafter - only given out for varsity awards.
4. Certificate - Anyone who earns a letter.
5. 7th -8th - No specific award given, unless they earn a varsity award.
6. Ineligibility clarification:
Participants who are ineligible when the athletic/fine arts banquet is held will not receive public recognition at the banquet but will receive their awards due to them. The participant may pick up his/her award from the head coach of the sport/activity at a different time. **(Not the night of the banquet)**

If the participant is ineligible during a period of time in a sport season, but eligible at the time of the banquet and has earned an award for that season, he/she will be recognized at the banquet and receive the award due them. Cheerleaders will follow the same rules.

P. CHURCH NIGHT

Wednesday night is Church Night in Pipestone, therefore all students will be out of the building by 7:00 pm or earlier.

Q. WINTER TRAVEL

In the event of possible bad weather conditions (cold temps or blizzard type weather), it shall be the responsibility of the coaches to enforce the following: gloves/mittens, some form of headgear and warm foot wear. Participants do not need to wear them, but must have them in their possession (Duffle bag)

R. OFFICIAL SQUAD (TEAM)

The official squad can be no more than what MSHSL allows for. The official squad may include less, but not more than what the MSHSL authorizes. This includes a number of athletes, managers, and coaches.

S. Student Acceleration to Higher-Level Athletic Activities **follow school policy.**

T. STUDENT CODE OF RESPONSIBILITIES

Participating in interscholastic activities is a privilege which is accompanied by responsibility. As a student participating in league sponsored activities, I understand and accept the following responsibilities:

1. I will respect the rights and beliefs of others and will treat others with courtesy and consideration.

2. I will be fully responsible for my own actions and the consequences of my actions.
3. I will respect the property of others.
4. I will respect and obey the rules of my school and the laws of my community, state and country.
5. I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state and country.

A student who is under penalty, whose character or conduct violates the Student Code of Responsibilities, and is not in good standing, shall be ineligible for a period of time as determined by the Principal.

U. SOCIAL MEDIA STANDARDS

1. Pipestone Area Schools has social media guidelines to help our students understand that the words they choose to communicate to others through social media can be powerful, have great potential to do both good and bad and can have a negative impact on a school, its programs , or the school district regardless of the student's intent.
2. All Pipestone Area students are representatives of the school district, the school that they attend, and the activity or sport in which they participate. The Pipestone Area Activities department and the school district expect students to use common sense, temperance, civility and empathy when posting on social media. We ask that students use public forums for the purpose of affirmation and information, and we will hold students accountable for posts that do not hold up to the spirit and intent of our guidelines.

Posts should show good sportsmanship, speak positively about individuals, teams, schools, programs, opponents, and current public trends. Students who post mean vulgar opinions which bring controversy or any negative impact to Pipestone Area Schools or its programs may receive consequences that affect their participation as this would be a violation of our district's bullying and cyberbullying policies and standards laid out in the PAS Policy # 514 and MSHSL Code of Conduct

V. MOOD-ALTERING CHEMICALS

1. Reference Bylaw 205

Twelve (12) months of the year, a student shall not at any time, regardless of the quantity: (1) use or consume, have in possession a beverage containing alcohol; (2) use or consume, have in possession tobacco; or, (3) use or consume, have in possession, buy, sell, or give away any other controlled substance or drug paraphernalia, (4) use or consume, have in possession, buy, sell or give away products containing or products used to deliver nicotine, tobacco products and other chemicals. "Tobacco products" means: any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product, (5) use or consume, have in possession, buy, sell or give away any substance or product where the intent of such use of the substance or product is to induce intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor. Such substances or products shall include, but are not limited to, synthetic drugs, gasoline, glue, aerosol devices, bath salts, and any substances addressed by Minnesota or Federal law.

- A. The bylaw applies continuously from the first signing of the student Eligibility Brochure.
- B. It is not a violation for a student to be in possession of a controlled substance specifically prescribed for the student's own use by her/his doctor.

PENALTY:

1. First Violation: After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in which the student is a participant, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.
2. Second Violation: After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic contests in which the student is a participant for three (3) weeks, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.
3. Third and Subsequent Violations: After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or four (4) weeks, whichever is greater. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.
4. Penalties are progressive and consecutive.
5. **Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate and then is subsequently found guilty of the violation.**

W. 551 ACTIVITY ACADEMIC INELIGIBILITY AND PROBATION

I. PURPOSE

The purpose of this policy is to define the method for determining whether a student is academically eligible to participate in school activities. The activities include but are not limited to the following:

Baseball	Basketball	Cross Country	Tennis
Track and Field	Cheerleading	Golf	Softball
Volleyball	Plays/Musicals	F.F.A.	Football
Gymnastics	Wrestling	Marching Band	Robotics
Pep Band	Musical Ensembles	Knowledge Bowl	Speech

II. GENERAL STATEMENT OF POLICY

- A. It is the intention of this policy to stress the value of a sound academic record and graduate on time from Pipestone Area Schools. The Activities director will inform the high/middle school staff, coaches, and the building principal of students that are ineligible.
- B. The Minnesota State High School League policy states that to be eligible for participation in MSHSL activities, one must be making satisfactory progress towards graduation. Our goal is to develop the total student in all of our programs. This requirement will emphasize to students the alignment with Policy 510 – School Activities, and our beliefs in the value of co-curricular activities.

III. STANDARDS

- A. Standards of academic eligibility to participate in extracurricular activities will be measured by:
 1. Students (Grades 7-12) must have no incomplete grades or F's in any class.
 2. Four grading periods- most current grading period is used to determine eligibility.
-1st quarter -2nd quarter -3rd quarter -4th quarter
 3. Fourth quarter grades will roll over for the following school year.

IV. CONSEQUENCES

A. Athletics (Category I Activities)

1. Students that fail to meet these standards will miss two weeks or two contests

(whichever is longer).

2. If after two weeks/two contests, the student is meeting expectations (completed progress form signed by all teachers) he/she will regain their eligibility.

B. Activities/Fine Arts (Category II Activities)

1. Students shall miss the next one event/contest he/she participates in.
2. If after the event/contest, the student is meeting expectations completed progress form signed by all teachers) he/she will regain their eligibility.

- * If at any time a student makes up work for the previous quarter's failed class(es) the student becomes immediately eligible once the grade change has been recorded and corrected.

C. Any player deemed ineligible to participate, regardless of reason, whether academic, chemical violation, coach's decision, etc. cannot dress for the contest/s they are ineligible for. Furthermore, the coach determines whether or not the ineligible player can go to away contests.

D. ICU List – Students on the ICU list are subject to missing practice and/or contests until their assignments are completed. Coaches will use discretion when mandating students complete their ICU assignments. Multiple supports are available to students including study sessions before, during and after school.

E. Administration has discretion over unique or extenuating circumstances.

V. APPEAL POLICY

A. Students have the right to appeal their academic ineligibility. Any student who chooses to appeal their Academic Ineligibility should do so within 3 days after grades have been posted. Appeals should be made to the Activities Director in writing.

1. A committee consisting of an administrator, teacher, and counselor will review the appeal.
2. The committee will make a decision within two (2) days after hearing the appeal.

BOARD OF EDUCATION

**Daphne Likness, Mark Hiniker, Lance Oye, Chrissy DeBates,
Brad Carson, Katie Wiese, Tyler Fruechte**

ADMINISTRATION

**Dr. Klint W. Willert, Superintendent
Sonja Ortman, MS/HS Coordinator
Mr. Rick Zollner, Activities Director**

Student Disability Nondiscrimination Policy #521

Section 504 of the Rehabilitation Act of 1973 (34 C.R.R. Part 104) is a federal civil rights statute that assumes individuals will not be discriminated against based on their disability. All school districts that receive federal funding are responsible for the implementation of this law. This law protects a student with an impairment that substantially limits one or more major life activities, whether the student receives special education services or not. Section 504 is designed to provide equal access and fairness in general education to students with disabilities. A student is entitled to a 504 Accommodation Plan if they have been identified as having a disability and the evaluation shows that the individual has a mental or physical impairment that substantially limits one or more major life activities. If a parent is concerned about a child's progress in school because of a disability, they should bring their concern to the attention of the school social worker, counselor and/or teacher.

Notice of Non-Discrimination

Pipestone Area Schools does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies.

Pipestone Area School District Americans with Disabilities Act

Section 504 Coordinator

Kaysee Slaba

kaysee.slaba@pas.k12.mn.us

Phone: 507-562-6111

Office Location: MS/HS Office

1401 7th St SW Pipestone, MN 56164

Section 504 Coord. Alternate

Tanya Schroyer

tanya.schroyer@pas.k12.mn.us

Phone: 507-562-6090

Office Location: HS/MS Counseling Area

1401 7th St SW Pipestone, MN 56164

Student Sex Nondiscrimination

A complete copy of the Student Sex Nondiscrimination policy #522 is on file in the Principal's Office, District Office and District website.

The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

Title IX Coordinator

Rick Zollner

rick.zollner@pas.k12.mn.us

Phone: 507-562-6099

Office Location: HS office

1401 7th St SW Pipestone, MN 56164

Title IX Alternate

[Sonja Ortman](mailto:sonja.ortman@pas.k12.mn.us)

sonja.ortman@pas.k12.mn.us

Phone: 507-562-6099

Office Location: HS office

1401 7th St SW Pipestone, MN 56164

FOOTBALL

Head Coach: Scott Boomgaarden

Assistant Coaches: Shane Reinhard and Andy Yost

B Team Coach: Trevor Tiefenthaler

9th Grade Coaches: Cole Maly and Sean Kallevig

Jr. High Coaches: Ryan Wielenberg, Mitchel Carson, Michael Slaba, Paul Young

CROSS COUNTRY (BOYS & GIRLS)

Head Coach: Mark Moeller

Assistant Coach: Todd Texley

GIRLS TENNIS

Head Coach: James Skyberg

Assistant Coach: Tanya Schroyer

JH Coach: Skylar Mendro

VOLLEYBALL

Head Coach: Dave Dulas

Assistant: Shelly Hennager

B Coach: Morgan Taubert

9th Grade Coach: Jennifer Evans

8th Grade Coach: Morgyn Carson

7th Grade Coach: Shelby Bloemendaal

BOYS BASKETBALL

Head Coach: Michael Slaba

Assistant Coach: Tim Stotz

9th Grade Coach: Cody Heidebrink

8th Grade Coach: Robert Petersen

7th Grade Coach: Mitchel Carson

WRESTLING

Head Coach: Paul Young

Assistant Coach: Gary Hauptert

Junior High Coach: Scott Sterud, Sean Kallevig

GIRLS BASKETBALL

Head Coach: Grant Everson

Assistant Coach: James Skyberg

9th Grade Coach: _____

8th Grade Coach: Morgyn Carson

7th Grade Coach: Ashley Maly

GIRLS GYMNASTICS

Head Coach: Stacie Wallace

Assistant Coach: Cristin Winter

JH Coach: Jennings Wallace

BASEBALL

Head Coach: _____

Assistant Coach: Cody Heidebrink

B-squad: Mitchel Carson

8th grade: Scott Sterud

7th grade: Ryan Wielenberg

GOLF

Boys Head Coach: Craig Boedekker

Girls Head Coach: Grant Everson

Jr. High: Cristin Winter

BOYS TENNIS

Head Coach: James Skyberg

Jr High: Skylar Mendro

BOYS & GIRLS TRACK

Head Coach: Todd Tinklenberg

Assistant Coach: Todd Texley, Mark Moeller, Cole Maly

Jr. High Coaches: Ashley Maly, _____

SOFTBALL

Head Coach: Robert Petersen

Assistant Coach: Shelby Bloemendaal

B-squad: Jennifer Evans

Jr. High Coach: Shane Reinhard, Morgyn Carson

CHEERLEADING

Mariah Swanson

ONE-ACT

Head: Sylvia Newell

SPEECH

Head: Samantha Davis

Assistant: Emily Williamson

Jr. High: Monica Sullivan

ROBOTICS

Head: Travis Dethlefs

FFA

Head: Natalie Resch

Jr. High: Matti Boomgaarden

KNOWLEDGE BOWL

Head: Dave Dulas

BAND

Head: Zach Ploeger

STUDENT ACCELERATION TO HIGHER- LEVEL ATHLETIC ACTIVITIES POLICY

PURPOSE

The purpose of this policy is to provide guidelines for the promotion of middle school athletes to compete at a high school level.

I. GENERAL STATEMENT OF POLICY

It is the general policy of Pipestone Area School District not to accelerate students from Middle School (grades 7-8) athletic programs to high school (grades 9-12) athletic programs. Participation by students on athletic teams representing the high school of Pipestone Area School will normally be limited to those students who regularly attend high school classes. Such teams constitute an integral part of the total education program and are primarily designed to serve the needs of the high school students. This represents a basic guideline for athletic participation in our school district. However, on rare occasions, a middle school athlete in the 7th or 8th grade may be so physically gifted that consideration should be given to allowing the student to leave their middle school team and compete at the high school level. Such a decision requires a thoughtful and critical look at:

1. The needs of the student athlete and concern for their physical, mental and emotional well-being.
2. The effect on the student athlete's current grade level team.
3. The displacement of student athletes currently on the team of the proposed acceleration.

At the middle school, emphasis shall be placed on participation and skill development as compared to the philosophy of stronger competitiveness and playing to win at the high school level.

II. DEFINITIONS:

Grades 9-12 shall be considered as the high school program.

Grades 7-8 shall be considered the middle school programs considered for acceleration.

III. EXCEPTION:

Some 9th grade or junior varsity sports may have limited participants. A 9th grade or junior varsity sport that has limited participants may temporarily accelerate middle school participants on an as needed basis. The varsity coach of the activity must submit a written request of need to temporarily accelerate middle school participants to the Activities Director or High School Principal or in their absence the Superintendent in absence of the principal. These students would continue to play at their respective middle school level. This acceleration is intended to allow the district to field a team in a time when its current players are not available (because of injury, illness, etc.). The administrator will make a determination if the temporary acceleration is necessary. A permission form will be signed by the parents or guardians of the middle school athlete who is being accelerated. It must be turned in to the athletic director prior to the participation. The coach is responsible to verify that the permission has been signed and turned into the activities director.

IV. PROCEDURE

- A. A formal request from the coach to the activities director must be made to accelerate the athlete and must be in writing.

- B. A meeting will then take place between the head coach of the sport involved, the principal and the activities director. The three will discuss any issues (academic, social, eligibility, physical abilities, etc.) and make a consensus decision.
- C. A meeting with both parents if available will be held to discuss the advancement.
- D. If the consensus decision was a “no” a meeting will be held with the parent(s) to explain the rationale for saying “no”.
- E. If the consensus decision was a “yes” a meeting will be held with the parent(s) to explain the advantages and disadvantages of acceleration.
- F. The coach will be responsible to have both custodial parents sign all documents. The documents signify a meeting took place and the parents agreed the student athlete would be accelerated.

VI. PROBLEM CLAUSE

Within the course of the season, if the move is not working for the student, a meeting can be initiated by either the parent or the coach with the activities director and the principal to discuss any problems. If it is deemed that the move has not been the correct thing for the student, the student can be assigned to return back to their original team. However, the student cannot play on their original team and a higher level team at the same time.

VII. REFERENCES

MSHSL Bylaws - 105, 302, 109, 303.4 and 105.00 Interpretations

ACCELERATION OVERVIEW

Advantages of Acceleration:

1. Need to challenge the athletes by playing with and against better competition.
2. Opportunity to participate in an increased number of contests.
3. The athlete may experience frustrations due to the disparity in skill level if they continue to play at present level.
4. More opportunities will exist for the athletes from the team the player left. A non-starter now may become a starter.
5. The competition for positions on the team they are moved to may be increased, which may improve intensity and skill development for everyone.
6. Athletes will be given an opportunity to advance their skill level in a team sport just as they can in an individual sport.

Disadvantages of Acceleration:

1. The parents and athletes of members of the team the athlete is moving to will feel they or their child is being displaced.
2. The athletes/parents from the team they are leaving and the team they are going to could disagree with the promotion causing socialization issues in school and the community for the accelerated

athlete.

3. Athletes will sometimes feel they are not connected to any team.
4. The team the athlete is moving from loses a role model and an extra peer teacher to help that team develop the better skills.
5. Expectations for the accelerated athlete may be greater by the coaches, parents, and fans. These expectations may not be realized and thus a sense of failure may emerge.
6. An increased time commitment, longer season, split shifts in practice, transportation issues etc. may negatively impact school work and home responsibilities.
7. The continuity of the grade level team and the team accelerated to could be high disrupted.
8. Acceleration may open the athlete up to scrutiny by parents, classmates and community members.
9. The injury and risk factor is increased due to participation against bigger, faster and stronger athletes

At the time your son/daughter has excellent skills and potential. We believe they have the social and mental capabilities to be accelerated. However, this in no way guarantees them a starting position on a team later in their career. Physical growth, maturity, determination, work ethic, team chemistry and other player development can impact future opportunities.

Adopted: _____

MSBA/MASA Model Policy 406

Orig. 1995

Revised: _____

Rev. 2023

406 PUBLIC AND PRIVATE PERSONNEL DATA

[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. "Confidential" means the data are not public and are not accessible to the subject.
- D. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.
- F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any

other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.

- H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:
1. name;
 2. employee identification number, which may not be the employee's Social Security number;
 3. actual gross salary;
 4. salary range;
 5. terms and conditions of employment relationship;
 6. contract fees;
 7. actual gross pension;
 8. the value and nature of employer-paid fringe benefits;
 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 10. job title;
 11. bargaining unit;
 12. job description;
 13. education and training background;
 14. previous work experience;
 15. date of first and last employment;
 16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
 17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision. 2(b), together with the specific reasons for the action

and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
 19. work location;
 20. work telephone number;
 21. badge number;
 22. work-related continuing education;
 23. honors and awards received; and
 24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on current and former applicants for employment by the school district is public:
1. veteran status;
 2. relevant test scores;
 3. rank on eligible list;
 4. job history;
 5. education and training; and
 6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

- c. education and training;
- d. employment history;
- e. volunteer work;
- f. awards and honors;
- g. prior government service;
- h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and
- i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

- a. residential address;
- b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- c. first and last dates of service on the public body;
- d. the existence and status of any complaints or charges against an appointee; and
- e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

- 1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
- 2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in Section IV are private data will not be otherwise released unless authorized by law.

- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data ~~may must~~ be disseminated to labor organizations to the extent ~~the responsible authority determines is the dissemination is~~ necessary ~~for the labor organization~~ to conduct elections, investigate and process grievances, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 2. a prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or
 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

- K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.

[Note: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.]

- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, chapter 268.

- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.

- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
 2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or

charter school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated [*name and title, telephone*] as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162, and 164 (HIPAA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 2022

Rev. 2023

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district 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 the school district, 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 United States Code section 101(a)(13)(B).

B. "Covered servicemember" 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, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district 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: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district'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 who is a current member of the Armed Forces, 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 15 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 care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district 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 United States Code section 101.

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave under Federal Law
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.

[Note: An employer is permitted to choose any one of the following methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date; (c) the 12-month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

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. in the case of a covered veteran 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 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 the school district 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 the school district 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 the school district 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, the school district 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 the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district'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 the school district. 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 the school district 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 the school district, subject to and in coordination with the health care provider.

11. The school district 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, the school district 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, the school district 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 the school district for the cost of the health plan premiums paid by it.
13. The school district 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 superintendent 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.

The school district 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 to by the school district. ~~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 school district so that the total leave does

not exceed 12 weeks, unless agreed to by the school district, 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 school district 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 a 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 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 servicemember with a serious injury or illness.
5. The school district 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 workdays 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 district may require that the leave be continued until the end of the semester.
 - 2. If the instructional 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 district 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 instructional 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, the school district may require the employee to continue taking leave until the end of the semester.
 - 4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

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 the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- 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 and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: ~~MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)~~ None

Adopted: _____

MSBA/MASA Model Policy 413

Orig. 1995

Revised: _____

Rev. 2023

413 HARASSMENT AND VIOLENCE

[Note: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, ~~section~~ chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- 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 Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include 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 Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel 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, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, 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.
- [Note: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below. A school board may choose whether to retain the phrase "including gender identity or expression" in light of the legislative amendment.]**
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means, with respect to an individual who
 - a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - 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 or discrimination 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 or discrimination 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 to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.~~

[Note: In 2023, the Minnesota legislature revised the definition of 'sexual orientation' in the Minnesota Human Rights Act to read as provided here.]
 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 includes 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 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 sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 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
 - 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 an individual's Protected Class.

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 Protected Class 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 that 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.¹
- 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.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

- 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 targets or victims and alleged perpetrators of harassment or violence, 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 or another state or federal agency, 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 Minnesota Statutes, chapter 260E 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, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of

Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

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

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**INDEPENDENT SCHOOL DISTRICT NO. 2689
HARASSMENT AND VIOLENCE REPORT FORM**

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. ____ maintains a firm policy prohibiting all forms of discrimination. This policy strictly prohibits harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class). All persons are to be treated with respect and dignity. Harassment or violence on the basis of Protected Class by any pupil, teacher, administrator, or other school personnel, that create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____

Home Address _____

Work Address _____

Home/Cell Phone _____ **Work Phone** _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

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

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

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 who were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. 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: _____

MSBA/MASA Model Policy 506

Orig. 1995

Revised: _____

Rev. 202423 (Dec.)

506 STUDENT DISCIPLINE

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

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district 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 school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board 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 an appropriate manner that maintains a climate in which learning can take place. 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. The position of the school district is that a fair and equitable district-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, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district 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 district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services,

school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
 - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
 - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the

maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, 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. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal 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 principal, in exercising ~~the person's his or her~~ lawful authority, may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. 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. A teacher, ~~in exercising the person's~~ lawful authority, ~~a teacher~~ may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- E. Other School District Personnel. All school district 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 superintendent. A school employee, school bus driver, or other agent of a school district, in exercising ~~the person's his or her~~ lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- F. 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 participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. 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.
- I. Reasonable Force Reports
 - 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent **imminent** bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent **imminent** bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
 - 3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. 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 district 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.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. 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 or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. 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 the school district or the safety or welfare of the student, other students, 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 the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and 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 district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. 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;
17. 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;
18. 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;
19. Violation of any local, state, or federal law as appropriate;
20. 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;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
 22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
 23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
 24. 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;
 25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
 26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
 27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
 28. Possession or distribution of slanderous, libelous, or pornographic materials;
 29. Violation of the school district's Bullying Prohibition Policy;
 30. 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;
 31. Criminal activity;
 32. Falsification of any records, documents, notes, or signatures;
 33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
 34. 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;
 35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
 36. Violation of the school district's Harassment and Violence Policy;
 37. 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 district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. 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;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. 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;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district 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 district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
 - E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
 - F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
 - G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is 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 the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district 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 district. Disciplinary action may include, but is not limited to, one or more of the following:

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

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. 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, principal, or other school district 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 district 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.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district 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.

[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]

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

1. Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee; The building principal will determine the amount of time appropriateness of a student removal from class.
2. Specify required approvals necessary; The teacher will follow up on any removal from class with a written description of the incident which led to the request for a student to be removed.
3. Specify paperwork and reporting procedures. Documentation is recorded in the district adopted Student Information System.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. Designation of where student is to go when removed; Any student removed from class should report to the principal's office immediately.
2. Designation of how student is to get to designated destination; A student removed from class will be expected to walk to the office without an escort, unless the situation warrants an escort be present.
3. ~~Whether student must be accompanied;~~
4. Statement of what student is to do when and while removed; While removed from class, the student may be assigned to a supervised study area and is expected to complete assignments missed while removed.

5. Designation of who has control over and responsibility for student after removal from class. The building principal or designee will be responsible for assigning the student to a supervised study area while removed from class.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Specification of procedures; Principal/Teacher/Parent/Student conference to discuss terms and conditions of the students return to class.
2. Actions or approvals required such as notes, conferences, readmission plans. Conditional return based on terms and conditions defined by the conference.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. Specification of Procedures; Parent/Guardian will be notified by phone, email, or USPS mail whenever there is a violation of school rules which results in disciplinary action.
2. Actions or approvals required, such as notes, conferences, readmission plans. When appropriate, a conference with the parent/guardian and student will be held prior to readmission to school or a class.

H. Students with a Disability; Special Provisions.

1. Procedures for consideration of whether there is a need for further assessment; Any violation of school rules by a disabled student which results in serious disciplinary action or continuous assignment of less severe consequences will be followed up by a conference to determine if further assessment is needed, to review the adequacy of the current IEP and to determine if a referral is needed.
2. ~~Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and~~
3. Any procedures determined appropriate for referring students in need of special education services to those services. Any student suspected of having a disability may be referred to Special Education services for assessment and determination of eligibility.

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

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26; District will convene a chemical abuse preassessment team to the extent necessary.
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.29. Staff shall report chemical abuse concerns to the appropriate administrator for referral to the chemical abuse preassessment team.

J. ~~Procedures for Immediate and Appropriate Interventions Tied to Violations of~~

~~the Code of Student Conduct.~~

- ~~K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.~~
- ~~L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.~~
- ~~M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services;~~
- ~~N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031;~~

XII. 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.

The school district 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.

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners~~learner's~~ Pre-K through Grade 3 as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- 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 school board 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 district employees, or property of the school.
- C. **Disciplinary Dismissals Prohibited**
 - 1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood

family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, 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 suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district 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 student'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.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. 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 the school district 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.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school 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 Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. 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.
8. 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 principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under

Minnesota Statutes chapter 260C.

9. 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, Minnesota Statutes, sections 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. (See attached sample Notice of Suspension.)
10. 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.
11. 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.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board 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 school board.
2. "Exclusion" means an action taken by the school board 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 school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 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 the school district'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, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices 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. The school district

must 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) and is posted on its website.

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 the school district, 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. The school district shall record the hearing proceedings at district 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. The school district 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 school board may appoint an attorney to represent the school district 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 the school district. 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 district 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 district 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 school district.
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 school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board 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 school board 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 school board 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 the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district 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. The school district 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 district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain 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.

XIV. 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, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each

pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

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.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district 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 district 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.

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 district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the

implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. 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 each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building 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 superintendent for consideration by the school board, 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 and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
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.58 \(Corporal Punishment; Prone Restraint; And Certain](#)

[Physical Holds](#)

Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
[Minn. Stat. § 121A.611 \(Recess and Other Breaks](#)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
[MSBA/MASA Model Policy 507.5 \(School Resource Officers\)](#)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

NOTICE OF SUSPENSION

(Date)

(Name of Parent or Guardian)

(Address)

(City, State, Zip)

Dear (Parent or Guardian)

(Name of Student) has been suspended from (name of school) for (number of days) commencing on (date).

The grounds for suspension are:

Briefly, the facts that have been determined are:

The testimony received was:

An administrative conference to determine the above was conducted before

_____, at _____ on _____
(Name of Administrator) (Time) (Date)

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

Alternative educational services in the form of homework will be available to be picked up at the school after _____ [date] _____.

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct.

If you have any questions, please call.

Sincerely,

Administrator

Enc: Minn. Stat. §§ 121A.40-121A.56

Sample Discipline Complaint Procedure

Students, parents and other guardians, and school staff (Complainant) may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the behavior and discipline policies are not being implemented appropriately or are being discriminately applied.

The discipline complaint process is initiated when a Complainant completes and submits a Discipline Complaint Form to the school district superintendent or the superintendent's designee.

A Discipline Complaint Form is available on the school district website and in administrative offices.

Investigation of the complaint will commence within three school days of receipt of the complaint. The superintendent will direct the investigation and will designate and identify the school district personnel who will manage the investigation and who are responsible for keeping and regulating access to any resulting record. The school district may use outside counsel as it sees fit.

Upon completion of the investigation, a Written Determination addressing each allegation and containing findings and conclusions will be issued to the Complainant in a manner consistent with the Minnesota Government Data Practices Act.

If the investigation finds the requirements of the Minnesota Pupil Fair Dismissal Act (Minnesota Statutes, sections 121A.40 to 121A.61), including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant school district staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future, the superintendent or the superintendent's designee will take necessary measures.

Reprisal or retaliation against any person who asserts, alleges, or reports a complaint is prohibited. The school district will take appropriate action consistent with Minnesota law and school district policies in the event that an individual or individuals are found to have engaged in reprisal or retaliation.

Pipestone Area Schools District #2689
Discipline Complaint Form

Date of Complaint: _____

Name of Person Completing Form: _____

Email Address _____ Cell Phone _____

Student Name _____ Grade _____

Applicable Governing Discipline Documents

- Minnesota Pupil Fair Dismissal Act
- School District Student Discipline Policy

Describe your complaint(s) and/or allegation(s) regarding improper implementation of the Minnesota Pupil Fair Dismissal Act and/or the school district student discipline policy or how the procedures in these two documents are being discriminately applied.

Provide additional information you request the school district to consider:

Involved persons may submit additional information related to this complaint.

A Complainant may appeal the school district's Written Decision by submitting a written notice of appeal to the superintendent or the superintendent's designee within three (3) school days of the date that the Written Decision is provide to the Complainant. The notice shall set forth the grounds upon which the Complainant appeals the Written Decision.

Signature: _____ Date: _____

For Administrative Use (Notes):

Date Received: _____

Assignment of Investigator: _____

Date Investigation Complete: _____

Written Decision Sent to Complainant: _____

Corrective Action Required: _____

Corrective Action Taken: _____

Notice of Right to Appeal: _____

Matter Closed: _____

Data Practices Act Compliance Conducted: _____

This sample document is for informational use only and is not to be construed as legal advice. If legal advice is needed, legal counsel should be contacted.

Adopted: _____

MSBA/MASA Model Policy 507

Orig. 1995

Revised: _____

Rev. March 2024~~Oct. 2023~~

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).
3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of the school district shall not use prone restraint.
- ~~2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~
3. An employee or agent of a district, ~~including a school resource officer, security personnel, or police officer contracted with a district,~~ shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. EXCEPTIONS REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.
2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.
3. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06 ~~Subd. 1 (6)(7)~~ (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645,241 (Punishment for Prohibited Acts)
~~Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)~~
~~Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)~~

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507.5 (School Resource Officers)

Adopted: _____

MSBA/MASA Model Policy 507.5
Orig. 2024

Revised: _____

507.5 SCHOOL RESOURCE OFFICERS

[Note: The provisions of this policy substantially reflect statutory requirements. School districts utilizing school resource officers may choose to adopt this policy.]

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.

- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)
Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 2024~~3~~

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
 - 1. on the school premises, at the school functions or activities, on the school transportation;
 - 2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
 - 3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also

applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district 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; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- J. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher,

administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term "bullying" specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but 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. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, 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, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

- F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying 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 in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or 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.

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 the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other

knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. 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 obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.
- E. 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 students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of

alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team 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 bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. 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 prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. ~~Consistent with its applicable policies and practices,~~ the school district ~~shall~~must discuss this policy with students, school personnel and volunteers and provide appropriate training ~~to for all~~ school district personnel to prevent, identify, and respond to prohibited conduct regarding this policy. The school district ~~shall~~must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or 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.

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. ~~This policy~~Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building.
- C. ~~This policy shall be conspicuously posted~~ in the administrative offices of the school and school district in summary form.
- D. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school.
- E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- F. This policy shall be available to all parents and other school community members in an electronic format in the languages appearing on the school district's or a school's website, consistent with the district policies and practices.
- G. ~~Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.~~
- H. The school district shall provide an electronic copy of its most recently amended policy to the Minnesota Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
~~Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)~~
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
~~Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)~~
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2023

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

D. Directory Information

1. "Directory information," under federal law, means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

- a. a student's social security number;
- b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
- c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
- d. personally identifiable data which references religion, race, color, social position, or nationality; or
- e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

[Note: The federal definition includes all of the types of information specifically referenced by state and or federal law as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article XI below.]

The Minnesota definition imposes additional restrictions upon the types of information that may be designated as directory information.

A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be

deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term "education records" does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and

- (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education;
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains

education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and

- e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
 4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
 5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
 - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.
 6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third

party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify

the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies

and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

a. Minnesota Statutes, section 13.32, subdivision 5; and

b. United States Code, title 20, section 1232g, and Code of Federal Regulations, title 34, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone

number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

[Note: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].

~~Directory information is public except as provided herein.~~

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. ~~Prior to such disclosure the school district shall:~~

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give ~~public-annual~~ notice by any means that are reasonably likely to inform the parents and eligible students of:

- a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
- b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary

educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public,

including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

[Note: 42 United States Code section§ 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative

of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and

- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and

- c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she

wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's

education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also

be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 - [Minn. Stat. § 13.32, Subd. 5 \(Directory Information\)](#)
 - Minn. Stat. § 13.393 (Attorneys)
 - Minn. Stat. Ch. 14 (Administrative Procedures Act)
 - Minn. Stat. § 120A.22 (Compulsory Instruction)
 - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
 - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
 - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
 - Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
 - Minn. Stat. Ch. 256L (MinnesotaCare)
 - Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
 - Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 - Minn. Stat. § 363A.42 (Public Records; Accessibility)
 - Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
 - 18 U.S.C. § 2331 (Definitions)
 - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 - 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 - 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 - 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 - 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 - 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 - 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 - 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
 - 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 - 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
 - Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)
 - Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)
- Cross References:**
- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 - MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 - MSBA/MASA Model Policy 506 (Student Discipline)
 - MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
 - MSBA/MASA Model Policy 520 (Student Surveys)
 - MSBA/MASA Model Policy 711 (Video Recording on School Buses)
 - MSBA/MASA Model Policy 722 (Public Data Requests)
 - MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
 - MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

PUBLIC NOTICE

Independent School District No. 2689 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student's history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
 U.S. Department of Education
 400 Maryland Avenue S.W.
 Washington, D.C. 20202-8520

[optional]

- g. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records; and

[optional]

- h. That copies of the school district's policy regarding the protection and privacy of school records are located at 1401 7th St SW, Pipestone, MN 56164

[optional]

- 2. Independent School District No. 2689 has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
 - a. It classifies records as public, private, or confidential.
 - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
 - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
 - d. It establishes procedures and regulations for access to and disclosure of education records.
 - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
4. Pursuant to applicable law, Independent School District No. _____ gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

[Note: The definition of directory information is found on page 2 of Model Policy 515. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality.]

Minnesota Statutes 13.32, subdivision 5(c) states that a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

A school district also may specify in this section that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

- a. **THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.**
- b. **SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN**

CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.

- c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**

5. Pursuant to applicable law, Independent School District No. _____ hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiters only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, [DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL], BY [INSERT DATE] EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) STUDENT'S GRADE LEVEL;**

- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;
- (6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;
- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.

INDEPENDENT SCHOOL DISTRICT NO. 2689
PIPESTONE, MINNESOTA

Dated: _____

Chair

[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

- _____ Juvenile delinquency investigation/prosecution
- _____ Child protection assessment/investigation
- _____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: (mark all that apply) **RESPONSE PROVIDED:** (yes / no)

Indicate whether you have data that document the student's:

_____ Use of a controlled substance, alcohol, or tobacco _____

_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

~~SUPERVISING TEACHER~~

~~(Must be signed if applicant is a student)~~

~~I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.~~

~~Teacher's Name (please print): _____~~

~~Teacher's Signature: _____~~



PIPESTONE AREA SCHOOLS District No. 2689

Dr. Klint W. Willert, Superintendent
Sonja Ortman, MS/HS Principal
Jennifer Moravetz, Elementary Principal
Len Burzynski, Maintenance Director
Lisa Pease, Coordinator of Curriculum, Teaching & Learning, and Continuous Improvement

Jacque Kennedy, Business Manager
Rick Zollner, Activities Director
Josh Stukel, Technology Director
Kim Tuin, Food Service Director

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

"Inspire life-long learners. Build Character. Prepare them for their future."

Adopted: _____

MSBA/MASA Model Policy 534

Orig. 2017

Revised: _____

Rev. 2023

534 SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, ~~that now states to require~~ that Minnesota school districts that participate in the national school lunch program **must** adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program].

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte items or second meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]

A. ~~[OPTION 1: All a la carte items or second meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge ~~meals or a la carte items or a second meal~~ until additional money is deposited in the student's account.]~~

[OPTION 2: Students have use of a meal account. The Food Service Program is a pre-payment program. Meal accounts should be maintained with a positive balance at all times. If a lunch balance reaches zero, a student may no longer charge any a la carte items or second meals until funds are deposited into the account When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge ~~further second~~ meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students' accounts Submit payments to Pipestone Area Schools Food Service Department, 1401 7th St SW, Pipestone, MN 56164 or making a payment online at mypaymentsplus.com (e.g., electronic payment options, pay at the school office, etc.).]

[OPTION 3: ~~Insert a school district-specific process for payment of a-la carte items or second meals.~~]

~~If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.~~

~~B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.~~

~~C. Each school that participates in the free school meals program must:~~

~~(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and~~

~~(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.~~

~~If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.~~

~~C. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~

~~D. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.~~

~~D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.~~

~~E. When a student has a negative account balance, the student will not be allowed to charge a snack item.~~

~~E. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.~~

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$~~5~~*[insert amount]* or ~~[insert number of meals]~~. Families will be notified by *[insert the method used to notify families (e.g., automated calling system, email, letters sent home)]*. Email, automated calling system and/or letters sent home.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing nonreimbursable meals; or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. ~~Where appropriate, families may be encouraged to apply for free orand reduced-price meals for their children.~~
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$*[insert amount]*, not paid prior to *[enter time period (e.g., end of the month, end of the semester, the end of the school year)]*, will be turned over to the superintendent or superintendent's designee for collection. ~~In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt.~~ Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 1. all households at or before the start of each school year;
 2. students and families who transfer into the school district, at the time of enrollment; and
 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 601

Orig. 1995

Revised: _____

Rev. 2023~~2~~

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with creating the world's best workforce.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "world's best workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- E. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- F. "Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- G. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- H. "Institutional racism" means structures, policies, and practices within and across

institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.

- I. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.
- J. "Performance measures" are measures to determine school district and school site progress in striving to create the world's best workforce and must include at least the following:
 - 1. the size of the academic achievement gap; ~~and~~ rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under Minnesota Statutes, section 120B.30, subdivision 1.
- K. "World's best workforce" means striving to: meet school readiness goals; ~~have all third-grade students achieve grade-level literacy;~~ close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

[Note: Definitions B, D, F, and H are added to Minnesota Statutes 120B.11—the World's Best Workforce law—effective August 1, 2023. The definitions apply to revisions to the World's Best Workforce law regarding strategic plans; these revisions are effective "for all strategic plans reviewed and updated after June 30, 2024.

Because school districts may choose to implement the new definitions and the strategic plan revisions before June 30, 2024, MSBA includes the new definitions and revisions in Articles III and IV. A school district could choose to wait to adopt the new definitions and revisions with the understanding that they will be effective for all strategic plans reviewed and updated after June 30, 2024.]

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, ~~shall~~must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world's best workforce and includes the following:
 - 1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2).state and federal law;

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivisionSubd. 8, or 122A.41, subdivision 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income and minority childrenfamilies, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that

- a. integrate high-quality instruction, rigorous curriculum, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;

- b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;

- c. provide a collaborative professional culture that develops and supportsseeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan; and-

8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.

B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.

School district site and school site goals shall include the following:

1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:

[*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]

a. reading, writing, speaking, listening, and viewing in the English language;

b. mathematical and scientific concepts;

c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);

d. creative and critical thinking, decision making, and study skills;

e. work readiness skills;

f. global and cultural understanding.

2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:

a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;

b. bring many perspectives, including historical, to contemporary issues;

c. develop an appreciation and respect for democratic institutions;

d. communicate and relate effectively in languages and with cultures other than the student's own;

e. practice stewardship of the land, natural resources, and environment;

f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.

3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.

4. ~~School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:~~
 - a. ~~establishing and achieving personal and career goals;~~
 - b. ~~adapting to change;~~
 - c. ~~leading a healthy and fulfilling life, both physically and mentally;~~
 - d. ~~living a life that will contribute to the well-being of society;~~
 - e. ~~becoming a self-directed learner;~~
 - f. ~~exercising ethical behavior.~~
5. ~~Students will be given the opportunity to acquire human relations skills necessary to:~~
 - a. ~~appreciate, understand, and accept human diversity and interdependence;~~
 - b. ~~address human problems through team effort;~~
 - c. ~~resolve conflicts with and among others;~~
 - d. ~~function constructively within a family unit;~~
 - e. ~~promote a multicultural, gender-fair, disability-sensitive society.~~

[Note: School district and site goals example courtesy of the Winona School District.]

- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)

~~Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.~~

1. ~~The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~
2. ~~Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

[Note: According to Minnesota statutes, dyslexia screening is to be conducted in a locally determined manner.]

3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.
4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:
 - a. a summary of the district's efforts to screen for dyslexia;
 - b. the number of students screened for that reporting year; and
 - c. the number of students demonstrating characteristics of dyslexia for that year.
5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, subdivision 1.
6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
 - a. the student's reading proficiency as measured by a locally adopted assessment;
 - b. reading-related services currently being provided to the student and the student's progress; and
 - c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

This provision may not be used to deny a student's right to a special education evaluation.

7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.

[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph 8.]

~~8. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.~~

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (~~Reading Proficiently no Later than the End of Grade 3~~ **Read Act Goal and Interventions**)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: _____

MSBA/MASA Model Policy 603

Orig. 1995

Revised: _____

Rev. 2023

603 CURRICULUM DEVELOPMENT

[Note: Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

- A. The school board ~~shall~~must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
- B. The District Advisory Committee, to the extent possible, ~~shall~~must reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents ~~shall~~must comprise at least two-thirds of ~~advisory~~ committee members.
- C. The District Advisory Committee ~~shall~~must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.
- D. The school district may establish site teams as subcommittees of the District Advisory Committee.
- E. The District Advisory Committee ~~shall~~must recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a, ~~section 120B.022 subdivisions 1a and 1b, and section 120B.35~~
 2. district assessments;
 3. means to improve students' equitable access to effective and more diverse teachers; ~~and~~
 4. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;
 5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and
 6. program evaluations.
- F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

[Note: In light of changes in Minnesota law regarding curriculum, MSBA encourages school districts to consider deleting Article VI, Section A or revising it to reflect local curriculum development processes. Literacy planning is now addressed in new model policy 621: Literacy and the READ Act.]

- ~~A. Within the ongoing process of curriculum development, the following needs shall be addressed:~~
- ~~1. Provide for articulation of courses of study from kindergarten through grade twelve.~~
 - ~~2. Identify minimum objectives for each course and at each elementary grade level.~~
 - ~~3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.~~
 - ~~4. Provide a program for ongoing monitoring of student progress.~~
 - ~~5. Provide for specific, particular, and special needs of all members of the student community.~~

- ~~6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.~~
 - ~~7. Integrate required and elective course standards in the scope and sequence of the district curriculum.~~
 - ~~8. Meet all applicable requirements of the Minnesota Department of Education and federal law.~~
- ~~B. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota Statutes section 120B.12, Subd. 2.~~
- A. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes, section 120A.20, [subdivision](#) 1(c). A student's plan under this section shall continue while the student is enrolled.
 - B. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
 - C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § [120A.20 \(Admission to Public School\)](#)
[Minn. Stat. § 120B.10 \(Findings; Improving Instruction and Curriculum\)](#)
Minn. Stat. § 120B.11 (School District Process [for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce](#))
Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; [Personal Learning Plans](#))
[Minn. Stat. § 124D.59 \(Definitions\)](#)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: _____

MSBA/MASA Model Policy 708

Orig. 1995

Revised: _____

Rev. 2023

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with

school district student bus conduct and student bus discipline policies.

- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.

- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.
- E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:

- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
- Minn. Stat. § 123B.84 (Policy)
- Minn. Stat. § 123B.86 (Equal Treatment)
- Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
- Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
- Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
- Minn. Stat. Ch. 125A (Special Education and Special Programs)
- Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
- Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
- Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
- Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)
- Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8th Cir. 1992)
- Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
- Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
- Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
- Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
- Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
- Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

- MSBA/MASA Model Policy 707 (Transportation of Public School Students)
- MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

Adopted: _____

MSBA/MASA Model Policy 806

Orig. 1999

Revised: _____

Rev. 2023

806 CRISIS MANAGEMENT POLICY

[Note: The Commissioner of the Minnesota Department of Education is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. ~~For purposes of this Policy, the term, "school districts," shall include charter schools.~~ The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education’s document entitled, “Practical Information on Crisis Planning, a Guide for Schools and Communities.” A website link is provided in the resource section of this Policy.]

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

[Note: State law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building’s crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting

necessary medications for students that take medications during the school day.

[Note: State law requires a minimum of five school fire drills, consistent with Minnesota Statutes, section 299F.30, and one school tornado drill each school year. See Minnesota Statutes section 121A.035.]

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]

3. School Emergency Response Teams
 - a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

[Note: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]

- b. Leaders. The building administrator or his or her designee will serve as

the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes section 299F.30. See Minnesota Statutes, section 121A.035.

[Note: The State Fire Marshal advises schools to defer fire drills during the winter months.]

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans and on a CD-Rom and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]

[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minnesota Statutes section 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and

the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. "Evidence-based" means a program or practice that demonstrates any of the following:
 - a. a statistically significant effect on relevant outcomes based on any of the following:
 - i. strong evidence from one or more well designed and well implemented experimental studies;
 - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or
 - iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
 - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
 - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
 - b. the importance of taking threats seriously and seeking help; and
 - c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.
3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
 - a. student opportunities for leadership related to prevention and safety;
 - b. encouragement and support to students in establishing clubs and programs focused on safety; and
 - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault

- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

[Note: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20 United States Code section 6301, et seq.; Title IX, 20 United States Code section 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code section 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10-mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
[Minn. Stat. § 121A.038 \(Students Safe at School\)](#)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
[Minnesota School Safety Center - Resources \(mn.gov\)](#)

Policy Number	Policy Name	Updates
406	Public and Private Personnel Data	Statute Changes
410	Family and Medical Leave	Updates 12-week leave language (Art. IV, B)
413	Harassment and Violence	Updates "sexual orientation" definition to match 2023 legislative change.
413	Form	
506	Student Discipline	July 1/August 1, 2023 Significant Changes
506	Sample Discipline Complaint Form	
506	Sample Suspension Form	
507	Corporal Punishment and Prone Restraint	Prohibits prone restraint/SRO/Reasonable Force (Reflect 2024 statutory changes)
507.5	School Resource Officers	New Policy
		New Sadistic and Malignant Conduct (required in policy, and clarifying posting requirements, and updated other sections)
514	Bullying Prohibition	
515	Protection and Privacy of Pupil Records	New Statute on directory information
515	Form	
524	Internet Acceptable Use and Safety	Cell Phone Use addition - NOT REQUIRED but I know the board would like this updated.
524	IAUS Form	
534	School Meals Policy	Free Lunches update
601	School District Curriculum and Inst Goals	Updates WBWF, updates Ill Definitions
603	Curriculum Development	Updates district advisory committee; removes old provisions
616	School District System Accountability	Deletes "grad standards", updates Advisory Committee
708	Transportation of Nonpublic School Students	Districts can enter written plans with nonpublic schools
		Adds active shooter drill/schools are not required to conduct ASD/an ASD may count as one of
806	Crisis Management Policy	the five lockdown drills

ARROW BOOSTER CLUB

PO BOX 431
PIPESTONE, MN 56164

1571

78-844/914

5/1/24 Date



Pay to the Order of Pipestone Area Schools

\$ 1,606.26

one thousand six hundred six dollars and $\frac{26}{100}$ Dollars



P.O. Box 190
Pipestone, MN 56164
(507) 825-3344

For GM-789.98; TEN 816.28

[Signature]

⑆091408446⑆

348269⑈ 01571

Pipestone Area Schools
 1401 7th Street SW
 Pipestone, MN 56164

Invoice No. FY24-02

INVOICE

Customer

Name Athletic Booster Club
 Address _____
 City Pipestone State MN ZIP 56164
 Phone _____

Misc

Date 4/3/2024
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Portable Soccer Tennis Nets(2)	\$ 176.38	\$ 176.38
1	Oncourt Offcourt Rebounder Tennis Nets(2)	\$ 639.90	\$ 639.90

Received
\$ 30-24

SubTotal	\$ 816.28
Shipping	
TOTAL	\$ 816.28

Payment

Select One...

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

R01-005-292-207-000-096

*Emailed
4.3.24*

FY24-02 1/6

Pipestone Area Schools
1401 7th Street SW
Pipestone, MN 56164

Invoice No. FY24-01

INVOICE

Customer

Name Athletic Booster Club
Address _____
City Pipestone State MN ZIP 56164
Phone _____

Misc

Date 4/3/2024
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	Spotting Block	\$ 430.00	\$ 430.00
1	Adjustable Height Parallel Bars	\$ 359.98	\$ 359.98

Received 5.30.24

SubTotal	\$ 789.98
Shipping	
TOTAL	\$ 789.98

Payment

Select One...

Comments _____
Name _____
CC # _____
Expires _____

Tax Rate(s)

R01-005-296-205-000-096

Approved 4/3/24

FY24-01 1/7

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”, and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.” and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Pipestone Area Schools, ISD 2689, gratefully accepts the following donations to high school activities as identified below:

Arrow Booster Club	\$816.28	Portable Soccer/Tennis Nets Oncourt Offcourt Rebounder Nets
Arrow Booster Club	\$789.98	Spotting Block Adjustable Height Parallel Bars

The motion for adoption of the foregoing resolution made by Member ___ and duly seconded by Member ___ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

The foregoing resolution was approved this 24th day of June, 2024

Cost-Reimbursable plus Administrative Fee Food Service Management Contract Cost-Reimbursable School Year: 2024/2025

Instructions: A school food authority that participates in School Nutrition Programs (SNP) and has a food service management contract must use this cost-reimbursement contract template in order to meet SNP requirements. Except for the provisions that must be completed by SFA, this Contract template may not be changed without obtaining written approval from the Minnesota Department of Education (MDE)– Nutrition, Health and Youth Development prior to execution of the contract. SFA may include additional provisions in Section XXV of this template, or may attach additional provisions, provided the additional provision do not conflict with template provisions.

Whereas Pipestone Area Schools (SFA) advertised for proposals for food service management in accordance with the specifications attached and made a part of this contract, and;

Whereas Taher, Inc. (Vendor) submitted a proposal and has been awarded a contract.

SFA and Vendor mutually agree as follows:

I. Scope and Purpose

1. Vendor will operate the school food service as a benefit to SFA's students, faculty and staff, in conformance with SFA's agreement with MDE. Vendor will manage the school food service to promote maximum participation in the programs listed below in compliance with the program requirements of the U.S. Department of Agriculture (USDA) and MDE. Vendor shall provide its services in accordance with generally accepted standards of care and best practices in the industry.

Vendor will prepare food:

- a. On-site
 - b. Off-site and transport food to SFA
2. Vendor will provide staff to manage the food service operations and supervise employees. Vendor will be an independent contractor and not an employee of SFA. The employees of Vendor are not employees of the SFA.
 3. Vendor will have the exclusive right to operate the program(s) indicated below for approximately the number of annual serving days as shown on each attached Site Data Page. SFA may add or remove sites and/or adjust meal periods or make other changes at a site at any time unless the change would be a material change to the contract.
 4. Programs to be operated by the Vendor

School Meal Programs

- National School Lunch Program (NSLP) and Food Distribution Program (FDP)
- School Breakfast Program (SBP)

Milk Programs

- Special Milk Program (SMP)
- Minnesota Kindergarten Milk Program (MKMP)

Afterschool Snack or Meal Programs

- At-Risk Afterschool Meals (area-eligible - Child and Adult Care Food Program (CACFP))
- Afterschool Snacks – NSLP

Summer Meal Programs

- Summer Food Service Program (SFSP)
- Seamless Summer Option (SSO) of NSLP

Child Care Program

Child Care Center – CACFP

1. Vendor will comply with the regulations and guidance of USDA and MDE that are applicable to the programs being administered, including but not limited to 7 Code of Federal Regulations (CFR) Parts 210, 215, 220, 225, 245, 250, and 2 CFR Parts 200 and 400, and additions or amendments thereto.
2. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, will be deposited daily in the SFA's food service account. Income in excess of expenses will remain in the SFA food service account.
3. Vendor will comply with local or state sanitation requirements, including the requirements in Section 5.
4. SFA will retain responsibility, in accordance with its agreement with MDE, to:
 - a) Ensure that the food service operation conforms to the SFA's agreement with MDE for child nutrition programs.
 - b) Control the quality, extent and general nature of the food service program.
 - c) Control and maintain the school food service account and overall financial responsibility for SNP.
 - d) Sign and submit forms to MDE including the permanent agreement/policy statement, the annual application renewal, and monthly claims for reimbursement, reports, and all correspondence to MDE relating to the food service.
 - e) Distribute, approve or deny, and verify applications for meal benefits, conduct administrative hearings for denied meal benefits, use direct certification data, and maintain the free and reduced-price meals eligibility roster, except for any functions relating to approval for school meal benefits that have been expressly contracted to Vendor in Section 7.
 - f) Establish internal controls that ensure the accuracy of meal counts prior to the submission of each monthly claim, including reviews of meal count data by site, and edit checks of meal counts data compared to attendance.
 - g) Monitor the food service. Nothing in this paragraph relieves Vendor of its independent supervisory and monitoring responsibilities.
 - h) Approve menus and recipes, adjustments to menus, and other foods to be served or sold.
 - i) Establish the selling prices for reimbursable and non-reimbursable meals and milk, and a la carte foods.
 - j) Establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning.
 - k) Resolve program review and audit findings.
5. SFA and Vendor are jointly responsible to protect the privacy and anonymity of students qualified for free or reduced-price meals, provided that nothing in this paragraph relieves Vendor of its independent obligation to protect the privacy and anonymity of students qualified for meal benefits.
6. The SFA reserves the right to maintain, add or remove food and beverage vending machines.

II. Payment of Administrative Fees and Reimbursement of Costs

1. Vendor shall submit invoice for fixed administrative fees and reimbursement of direct costs for each meal type as shown on the attached Price Proposal accepted by the SFA including the number of "equivalent" lunches to be billed for any a la carte food service. Invoice and monthly operating statement shall be submitted by 15th of each month in order for payments to be processed timely.
2. Vendor will invoice SFA for allowable costs net of all discounts, rebates and other applicable credits due to SFA. Vendor will maintain documentation of discounts, rebates, and other applicable credits and furnish documentation upon request to SFA, MDE, or USDA. Vendor will deposit any rebate received by check directly into SFA's food service account. Vendor will refund to SFA any discounts, rebates and other applicable credits received by vendor after termination of this agreement.

3. School will pay allowable costs from the school food service account net of all discounts, rebates and other applicable credits accruing to or received by vendor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to SFA. No expenditure may be made from the from the food service account that results in vendor receiving reimbursements in excess of vendor's actual, net allowable costs.
4. Vendor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. SFA reserves the right to require Vendor to separately identify for each cost submitted for payment the amount of the cost that is allowable (can be paid from the school food service account) and the amount that is unallowable.
5. Vendor's determination of its allowable costs must be made in compliance with applicable USDA regulations and guidance, and Office of Management and Budget circulars.
6. Vendor will ensure that its system of inventory management will not result in SFA being charged the value of USDA Foods as a cost.

Fixed Administrative Fee:

SFA will pay vendor the following per-meal administrative fee for each meal service, as proposed by vendor on attached Cost Proposal:

- \$0.195 per lunch
- \$0.195 per breakfast
- \$0.00 per afterschool snack
- \$0.00 per milk
- \$0.195 per summer breakfast and summer lunch
- \$0.195 per meal equivalent

Cost Reimbursements (Direct Costs);

SFA will reimburse Vendor for the direct costs of providing meals and ala carte meal equivalents up to the following maximum amounts as stated below and proposed on Vendor's attached Price Proposal, or actual costs, whichever is less. These maximum per meal rates do not take into consideration the value of USDA Foods received by the vendor on behalf of the SFA.

Maximum direct cost reimbursements:

- \$3.875 per lunch
- \$2.550 per breakfast
- \$1.300 per afterschool snack
- \$0.500 per milk
- \$2.550 per summer breakfast
- \$3.875 per summer lunch
- \$4.445 per meal equivalent

III. Meals

Vendor will serve reimbursable meals, snacks, or milk that meet program requirements for the meal services and sites as indicated on the attached Site Data page(s) which have been approved by MDE in the Cyber-Linked Interactive Child Nutrition System (CLiCS).

The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e. price of milk *must* be included in total fixed meal price).

1. Vendor will serve meals on the days and at the times requested by SFA.

2. Vendor will comply with the twenty-one (21)-day menu developed by SFA for NSLP, and/or SBP, that SFA provided in the request for proposals. Any changes made by Vendor after the first twenty-one (21)-day menu may be made only with approval of SFA. SFA will approve menus no later than two (2) weeks prior to service.
3. Vendor will promote maximum participation in the reimbursable meal programs.
4. Vendor will sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
5. No payment will be made to vendor for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.
6. SFA will retain control of the quality, extent and general nature of the food service.
7. Vendor will offer free, reduced-price, and paid reimbursable meals to all eligible children at participating sites.

IV. **USDA Foods**

Crediting of USDA Foods

The USDA allows for two different methods to identify value of USDA foods credited to the SFA. This is detailed in memo FD-080. The Vendor must identify which method of crediting will be provided on the invoice.

- Crediting by Disclosure: detailed invoices will include total value of foods drawn from inventory for billing period, showing a charge for all foods except the value of USDA Foods
- Year-End Credit: a credit is provided one time per year at the end of the year. Credit is provided for value of all USDA Foods received in the school year.

Credits are required to be provided from Company to SFA irrespective of whether the Company uses the USDA Foods. Company will provide credits to SFA on applicable monthly bills unless MDE accepts the need for a different crediting schedule upon review of the draft contract to be awarded. The Total USDA Foods Value amount at the bottom of the [USDA Foods Received Report for the Auditor](#) is the correct and final amount that is owed to the school from the company for the year once all trucks have been received and the final report for the SY is posted on the MDE website.

Annual Reconciliation of USDA Foods: Vendor must submit inventory records with the final invoice of the contract year to the SFA, accounting for USDA Foods received for the contract year. SFA will reconcile inventory records submitted by the vendor to the total value of USDA Foods received for the Auditor Report provided by the State Agency. Renewal of this contract for any additional year will be subject to the reconciliation for the prior contract year showing that vendor has fully accounted for all USDA Foods received.

Use of USDA Foods

Vendor will perform activities relating to USDA Foods in accordance with applicable requirements in 7 CFR 250. Allowable activities are preparing meals using USDA Foods or using equal quantities of domestically produced commercial foods supplied by Vendor that are of the same generic identity and of equal or better quality; selection and ordering of USDA Foods in coordination with SFA; storage and inventory management; payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of USDA Foods in processed end products to the recipient agency.

Ordering of USDA Foods:

- SFA will shop for USDA Foods using CLiCS2 through MDE
- In Collaboration with SFA, Vendor will shop for USDA Foods using CLiCS2 through MDE

Additional Requirements for USDA Foods

1. Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the

USDA Foods, in SFA's food service. Vendor will comply with the storage and inventory requirements for USDA donated foods in 7 CFR 250.52. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, ground pork, end products and, at SFA's discretion, other unused USDA Foods.

2. Vendor assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Vendor will disclose to SFA the value of USDA Foods contained in such end products at the processing agreement value. Refunds received from processors must be retained in the food service account. Vendor will not itself enter into a processing agreement with a processor.
3. Vendor and SFA will maintain records relating to the use of USDA Foods in accordance with 7 CFR 250.54. Vendor will have records available to substantiate that the SFA has received the benefit of the full value of received USDA Foods.
4. SFA will ensure that vendor is in compliance with the requirements of 7 CFR 250 through SFA's monitoring of the food service operation as required in 7 CFR 210 and, if applicable, 225.
5. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
6. Vendor accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
7. Vendor will promptly credit SFA's food service account for all discounts, rebates, and allowances received by the vendor associated with the purchase of processed commodity products on behalf of SFA as well as the full value of USDA Foods.

Notification to MDE of Change of Distributor: If award of this contract requires SFA to change its distributor, SFA must notify MDE of the change immediately.

V. Food Safety

1. SFA will comply with food safety inspection requirements set by USDA for its facilities.
2. SFA will ensure that state and local regulations are being met by vendor preparing or serving meals at any SFA facility.
3. SFA will post and maintain, in a publicly visible location, all reports on the most recent food safety inspection and provide a copy of the reports to a member of the public upon request.
4. Vendor will maintain state and/or local health certifications for any facility outside the SFA in which it prepares meals and will maintain the health certification for the duration of the contract as required under 7 CFR 210.16(c).
5. Vendor will comply with food safety inspection requirements set by USDA and shall ensure that state and local regulations are met in its facilities.

VI. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items for qualifying students as required by federal law, state law, or SFA policies, as specified in this section.

Substitutions for Students with a Disability

Vendor must provide substitutions to, or modifications of, meals on a case by case basis as required by federal law for students who are documented by a licensed physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner to be unable to consume the regular program meals due to a disability. The special diet statement, which is required to claim program reimbursement for meals that do not meet the meal pattern requirements, must identify the student's major life activity affected by the disability, the food(s) to be omitted from the student's diet, and the food(s) that must be substituted. The statement must be signed, dated, and maintained on file.

No additional charge will be billed to the student. Vendor and SFA will negotiate payments for any excess costs of providing substitutions.

Lactose-Reduced Milk for Students with Lactose Intolerance

Vendor must make available at least one of the following types of lactose-reduced milk that are specified in Minnesota Statutes section 124D.114, upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file.

Non-Dairy Fluid Milk Substitutes

The following section applies if the box is checked

In accordance with SFA policy and program requirements, Vendor will offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to all students. Vendor will maintain product information on file to document that the non-dairy fluid milk product(s) meet program standards for reimbursement.

Other Substitutions

The following section applies if the box is checked

The SFA policy to provide substitutions that meet the meal pattern for preferences of students without a disability, upon written request of a parent or legal guardian.

VII. Free and Reduced-Price Meals Policy

Check box below to identify which party is responsible for determining the eligibility of students for free and reduced-price school meals.

SFA is responsible for determining eligibility for free and reduced-price meals.

SFA is responsible for the determination of eligibility for free and reduced-price meals, including the development, distribution, approval and verification of meal applications, direct certification data, and conducting any appeal hearings related to eligibility determinations.

SFA will provide vendor with a list of students and their category of meal eligibility. The list will be updated when changes occur in a student's eligibility status. SFA will not disclose confidential information to vendor from meal applications and direct certification data that is not needed for meal counts.

Vendor will use the private data on the eligibility status of students for school meal benefits only to provide correct, approved meal benefits to students and to determine accurate meal counts by eligibility category. The meal counting system must eliminate the potential for overt identification of students eligible for free and reduced-price meal benefits.

Vendor is responsible for determining eligibility for free and reduced-price meals.

Vendor will determine eligibility for free and reduced-price meals, including the development, distribution, approval and verification of meal applications, and direct certification data except as described below.

Vendor will use the private information provided on meal application forms, and the eligibility status of students for school meal benefits, only to provide correct, approved meal benefits to students and to determine accurate meal counts by category. Vendor ensures that the meal counting system eliminates the potential for overt identification of students eligible for free and reduced-price meal benefits.

SFA will conduct any appeals and hearings.

VIII. Books and Records

1. Vendor will maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly and annual reporting responsibilities.
2. Vendor will annually provide SFA with information on food costs and revenues for reimbursable meals and for non-program foods to determine compliance with program requirements for revenue from non-program foods.

Vendor will submit meal count records in a timely manner to facilitate claims submission by SFA no later than the 10th day after the last day of the month in which services were rendered. SFA will perform edit checks on the meal count records provided by vendor prior to the preparation and submission of the claim for reimbursement.

3. Vendor shall provide SFA with a year-end statement.
4. Vendor will make available the books and records pertaining to the contract, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts, and transcriptions by SFA and state or federal representatives and auditors. If audit findings regarding vendor's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit.
5. Upon termination of the contract, vendor will surrender to SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. Vendor will not remove state or federal required records from SFA premises upon contract termination.

IX. Employees

Current SFA employees, including site and area managers, will be retained by SFA and/or vendor as described here: Retain interview rights when FSMC hires.

- a. SFA will have final approval authority regarding the hiring of vendor's site manager.
 1. Vendor will provide SFA with a schedule of employees, positions, assigned locations, salaries and hours to be worked. Locations and assignments will be provided to SFA two full calendar weeks prior to start date of operations. Staffing patterns, with the exception of the site manager, will be mutually agreed upon.
 2. Vendor and SFA shall maintain the same minimum level of employee positions, hours, wages and benefits as listed on the attachments.
 3. Vendor will comply with applicable federal and state wage and hours of employment requirements.
 4. Vendor will be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of Vendor management and non-management staff, except the site manager. Vendor will provide SFA with a list of its personnel policies and employee handbook.
 5. Vendor will provide workers' compensation coverage for its employees. Vendor will maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
 6. Vendor will instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the Vendor.
 7. SFA will provide sanitary toilet and hand-washing facilities for Vendor employees.
 8. SFA may request vendor in writing to remove any vendor employee who violates health requirements or conducts in a manner which is detrimental to the well-being of the students. In the event of the removal or suspension of any such employee, vendor will immediately restructure the food service staff without disruption of service.
 9. SFA and/or vendor personnel assigned to each school will be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

10. Vendor shall conduct periodic training on food service topics for all food service employees, including required annual civil rights training.

X. Monitoring

SFA will monitor the food service operation of Vendor through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations and on-site reviews of the counting and claiming system at each site no later than February 1 each year in accordance with its agreement with MDE if SFA has more than one site.

If SFA participates in SFSP, SFA is responsible for conducting the required SFSP site visits including preapproval visits.

Vendor will maintain the necessary records for SFA to complete required monitoring activities.

XI. Advisory Groups / Menus / Wellness Policy

Vendor will:

1. Participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning in accordance with 7 CFR 210.16(a).
2. Coordinate with SFA as needed to assist in implementation of SFA's wellness policy.
3. Meet SNP "Smart Snacks" nutrition requirements for foods sold a la carte and any other foods served to students during the school day.

XII. Use of Facilities, Inventory, Equipment, and Storage

1. SFA will make available, without any cost or charge to vendor, area(s) of the premises agreeable to both parties in which vendor will render its services.
2. SFA may request additional food service programs from vendor. SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs. SFA may expand food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid.
3. Prior to the start of operations, vendor and SFA will inventory food, including USDA Foods, and supplies on the premises. Vendor will utilize the inventory at a value determined by invoice. On termination of the contract, vendor and SFA will take a closing inventory and add or subtract the difference to vendor's cost of business.
4. SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment, except when damages result from the use of less than reasonable care by vendor employees.
5. SFA will provide Vendor with local telephone service.
6. SFA will furnish and install any equipment and make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
7. SFA will be responsible for any losses, including USDA Foods, which arise due to equipment malfunction or loss of electrical power not within the control of vendor.
8. SFA, on the termination or expiration of the contract, will conduct a physical inventory of equipment and furnishings owned by SFA. Vendor will surrender all SFA equipment and furnishings to SFA in good repair and condition. Vendor will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the inventory.
9. SFA will have access, with or without notice, to all of the SFA's facilities used by vendor, for purposes of inspection and audit.
10. All food preparation and serving equipment owned by SFA must remain on SFA premises.
11. Vendor will notify SFA of any equipment belonging to vendor on SFA premises within ten (10) days of its placement on SFA premises. SFA will not be responsible for depreciation, loss or damage to equipment owned by Vendor and located on SFA premises.

12. Vendor will provide SFA with one set of keys for food service areas secured with locks.
13. Vendor will maintain adequate storage practices, inventory and control of USDA Foods in conformance with USDA program regulations.
14. Vendor will maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
15. Vendor will not use SFA's facilities to produce food, meals or services for other organizations without the approval of SFA. If such usage is mutually agreeable, SFA and vendor must have a signed agreement that stipulates the fees to be paid by vendor for facility usage.
16. Vendor will comply with all SFA building rules and regulations.
17. SFA may request Vendor to provide additional food services such as special functions and catering. SFA will be billed for the cost of food, supplies, labor, and administrative overhead negotiated outside of this contract in an amount that ensures that the payments for additional food services are not subsidized by the nonprofit school food service.

XIII. Purchases and Buy American

Vendor will meet applicable federal and state requirements when purchasing food and supplies for meals provided under this contract.

Buy American Requirement: Vendor will purchase domestic agricultural commodities and products for use in the NSLP and SBP as provided in 7 CFR 210.21(d).

XIV. Sanitation

1. Vendor will comply with local and state sanitation requirements in the preparation of food.
2. Vendor will place garbage and trash in containers in designated areas as specified by SFA. SFA will remove the garbage and trash from the designated areas.
3. Vendor will clean the kitchen as indicated on the attached Cost Responsibility page. SFA will clean ducts and hoods above the filter line.
4. SFA will clean the dining areas as indicated on the Cost Responsibility Detail Sheet.
5. Vendor will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
6. SFA will provide extermination services as needed.

XV. Licenses, Fees and Taxes

Vendor is responsible for paying all applicable taxes and fees, including but not limited to excise tax, state and local income tax, and payroll and withholding taxes for Vendor employees. Vendor will hold SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the Cost Responsibility attachment.

Vendor SFA shall obtain and maintain required licenses or permits, as indicated on the Cost Responsibility attachment.

XVI. Nondiscrimination

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or

USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

XVII. Emergency Closings

1. SFA will notify Vendor of any interruption in utility service of which it has knowledge.
2. SFA will notify Vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XVIII. Nonperformance by Vendor

In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, SFA has the right to pursue all administrative, contractual and legal remedies against Vendor and to seek all sanctions and penalties as may be appropriate. SFA is the responsible authority without recourse to USDA or MDE for the settlement and satisfaction of all contractual and administrative issues. This authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of contractual nature.

If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

Vendor will pay SFA the amount of any meal over-claims that are attributable to Vendor's negligence and that occurred during the effective dates of the contract, including over-claims based on audit or program review findings.

IXX. Summer Food Service Program

SFA may, during the term of the contract, apply for and be approved for additional child nutrition programs, such as SFSP or the CACFP At-Risk Afterschool Care Program, which may be added to this contract if the additional responsibilities and payments are not a material change to the contract. The SFA must document the additional program(s) and fixed meal prices in an addendum to this contract. If adding a program to this contract would be a material change, the program may not be added to this contract and the SFA must conduct a competitive procurement for a new contract for the program.

During any period that SFA participates in SFSP:

Vendor will perform the same food service management tasks for SFSP as are provided to SFA during the school year and will pay vendor for SFSP meals using the same meal payment structure used during the school year, unless SFA requested different tasks and/or payment structure that are attached to this contract.

School will maintain responsibility for administrative functions that are prohibited from being contracted out by SFSP regulations at 7 CFR 225.15(a)(3).

Vendor may provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE's approval of SFA's SFSP application constitutes MDE's approval of a waiver from the SFSP requirement to provide only unitized meals.

XX. Deficit

The requirements of Minnesota Statutes Section 124D.111, Subdivision 3, will be met if a deficit exists in the food service fund at the end of the fiscal year for this contract or for any contract renewals.

XXI. Insurance

Vendor will meet insurance requirements:

- Attached to this contract.
- Specified here:

Vendor will maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Minnesota. A Certificate of Insurance of Vendor's insurance coverage indicating these amounts must be submitted at the time of contract award.

Comprehensive General Liability – includes coverage for:

- Premises – Operations.
- Products – Completed Operations.
- Contractual Insurance.
- Broad Form Property Damage.
- Independent Contractors.
- Personal Injury.

\$ 1,000,000 Combined Single Limit

- Automobile Liability: \$ 1,000,000 Combined Single Unit.
- Workers' Compensation-Statutory; Employer's Liability: as required by law.
- Excess Umbrella Liability: \$5,000,000 Combined Single Unit.

Vendor must name SFA as additional insured on General Liability, Automobile, and Excess Umbrella. Vendor must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before cancellation takes effect.

XXII. Miscellaneous

This contract will be construed under the laws of the State of Minnesota. Any action or proceeding arising out of this contract will be heard in the appropriate courts of the state of Minnesota.

Vendor will comply with the provisions of the proposal specifications, which in all respects will be made a part of the contract.

No provision of the contract will be assigned or subcontracted without prior written consent of SFA.

No course of dealing or failure of a party to strictly enforce any term, right, or condition of this contract shall be construed as a waiver of the term, right or condition.

The parties acknowledge that each party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this contract.

Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.

Payments on any claim will not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.

SFA is responsible for ensuring the resolution of program review and audit findings.

This contract and SFA's information about its procurement process are subject to review by MDE for the purpose of determining whether federal and state requirements for SFA's participation in USDA Child Nutrition Programs have been met.

MDE and USDA are not parties to this contract and are not responsible for any action or inaction by the SFA or vendor.

XXIII. Term, Renewal Options, Termination

The contract is effective July 1, 2024 (month/day/year) and ends June 30, 2025 (year).

The contract may be renewed upon mutual agreement of SFA and Vendor for up to four (4) years after the original contract year, using the contract renewal document annually provided by MDE. Meal prices for a renewal contract may be adjusted up to the maximum percentage stated by MDE on the contract renewal document, which is based on the Consumer Price Index (CPI) – Food Away from Home, Midwest Region (U.S. Bureau of Labor Statistics).

SFA or Vendor may terminate the contract for cause as allowed in Section 18 by giving sixty (60) days written notice.

SFA and Vendor may not terminate the contract without cause or for convenience, unless both parties mutually agree to terminate the contract for convenience.

Neither SFA nor Vendor is responsible for any losses resulting from fulfillment of the terms of the contract being delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of SFA or Vendor, respectively, and which by the exercise of due diligence it was unable to prevent.

XXIV. Certifications

1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Vendor certifies that it will comply with 40 U.S.C 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
2. Clean Air Act (42 U.S.C. 7401-1671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. If the contract exceeds \$150,000, Vendor certifies that it will comply will applicable standards, orders, and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to USDA and the Regional Office of the Environmental Protection Agency.
3. Vendor will comply with civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and USDA-FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.
4. Vendor will comply with the Buy American provision for the purchase of food products with federal fund. Vendor will purchase, to the maximum extent possible, domestic commodities or products that are either (1) an agricultural commodity produced in the United States (U.S.) or (2) a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
5. Vendor will comply with all other pertinent state and federal laws.

6. Vendor has signed the following attached certifications, which are incorporated here by reference and made a part of this contract.

Certification of Independent Price Determination.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Certification Regarding Lobbying and, if applicable, Disclosure Form to Report Lobbying.

Assurance of Civil Rights Compliance

XXV Additional Provisions

If this box is checked, SFA and Vendor have agreed to additional provisions attached to this contract, which have been preapproved by MDE to be in compliance with program requirements. Each additional provision attached to this contract specifically identifies the section(s) of this contract that have been added to or modified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

School Food Authority: Pipestone Area Schools	Vendor: Taher, Inc.
Signature- Authorized Representative	Signature- Authorized Representative 
Date	5/6/2024 Date
Klint W. Willert, Superintendent Name and Title of Authorized Representative	Bruce Taher, CEO & President Name and Title of Authorized Representative
Pipestone Area Schools 1401 7th Street Southwest Pipestone, MN 56164 Name, Address, City, State, Zip	Taher, Inc. 5570 Smetana Drive Minnetonka, MN 55343 Name, Address, City, State, Zip
Deb Peschon, 507-562-6068 Contact Name and Number	Jeri Crater, 952-945-0505 Contact Name and Number

Independent Price Determination Certificate

Both the school food authority (SFA) and the Food Service Management Company (Vendor) shall execute this Independent Price Determination Certificate.

Taher, Inc. Pipestone Area Schools
Name of Food Service Management Company Name of School Food Authority

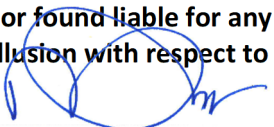
By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.
3. No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Vendor certifies that:

1. He or she is the person in Vendor’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Vendor’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:



Signature of Food Service Management Company’s Authorized Representative CEO 5/6/2024
Title Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority’s Authorized Representative _____ _____
Title Date

Note: SFA’s acceptance of an offer does not constitute award of the contract.

Instructions for Certification Regarding Debarment Form

- By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) on the U.S. System for Award Management website.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower-Tier Covered Transactions**

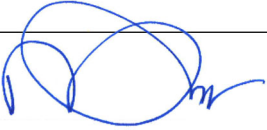
This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on previous page before completing Certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
8. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: Taher, Inc.

Project: **National School Lunch Program**

Taher, Inc. Name of Management Company	Authorized Signature 
5570 Smetana Drive Address	CEO & President Title
Minnetonka, MN 55343 City, State, Zip Code	5/6/2024 Date

Certification Regarding Lobbying

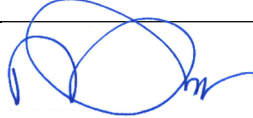
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Taher, Inc.

Project: **National School Lunch Program**

Taher, Inc. Name of Management Company	Authorized Signature 
5570 Smetana Drive Address	CEO & President Title
Minnetonka, MN 55343 City, State, Zip Code	5/6/2024 Date

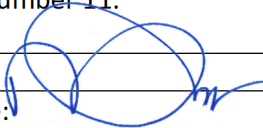
There are NO Lobby Activities at the Time

Disclosure of Lobbying Activities

Standard Form–LLL Approved by OMB

**Complete This Form to Disclose Lobbying Activities Pursuant
to 31 U.S.C. 1352**

(See Next Page for Public Disclosure)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: Quarter: Date of Last Report:
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/ Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10 a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)	10 b. Individual Performing Services: (including address if different from Number. 10 a) (Last name, first name, MI)	
11. Amount of Payment: (check all that apply) <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify)	
12. Form of payment: (check all that apply) <input type="checkbox"/> A. Cash Nature: <input type="checkbox"/> B. In-kind (specify) Value:		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Number 11. (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	Signature:  Print Name: Bruce Taher Title: CEO & President Telephone Number: 952-945-0505 Date: 5/6/2024	
Federal Use Only	Authorized for Local Reproduction	

Instructions for Completion of Disclosure of Lobbying Activities Form

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub-awardee, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Assurance of Civil Rights Compliance

The vendor hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek

judicial enforcement of this assurance. This assurance is binding on the vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the vendor.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

Vendor Name: Taher, Inc.

Award Number or Project Name: School Nutrition Program (NSLP, SBP)

Name and Title of Authorized Representative: Bruce Taher, CEO & President

Signature:  _____

Date: 5/6/2024

Cost Proposal

Cost-Reimbursable – Food Service Management Contract

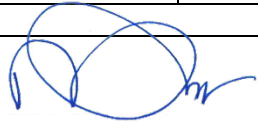
The vendor proposes to operate the food service management program for school food authority _____ during school year _____, subject to the information provided by the SFA in its Request for Proposals (RFP), for the maximum per-meal costs to SFA shown below. The awarded contract will require the vendor to bill SFA for its actual direct costs plus the fixed administrative fees shown below for each meal / equivalent meal.

The contract will be awarded based on the SFA's evaluation of lowest total costs, as shown below, and other non-price evaluation criteria established by the SFA.

Refer to the Cost Proposal attachment for estimated numbers of meals and meal equivalents provided by the SFA and the Site Recap Attachment.

Program	Fixed Administrative Fee per Meal and Ala Carte Meal Equivalent	+	Maximum Direct Costs per Meal and Ala Carte Meal Equivalent	=	Maximum Total Cost per Meal and Ala Carte Meal Equivalent	X	Total Meal and Ala Carte Equivalents	=	Maximum Total Cost to SFA (based on SFA projected meals)
Lunch (including At-Risk Supper)	\$0.195	+	\$3.875	=	\$4.07	X	144,447	=	\$ 587,899.29 -
A la Carte (Meal Equivalents)	\$0.195	+	\$4.445	=	\$4.445	X	14,166	=	\$ 62,967.87 -
Breakfast	\$0.195	+	\$2.55	=	\$2.745	X	89,974	=	\$ 246,978.63 -
After School Dinner	\$0.000	+	\$1.30	=	\$1.30	X	2,547	=	\$ 3,311.10 -
Summer Breakfast	\$0.195	+	\$2.55	=	\$2.745	X	1,887	=	\$ 5,179.82 -
Summer Lunch	\$0.195		\$3.875		\$4.07		3,897		\$ 16,227.09 -
Milk (Special and Kindergarten)		+		=	\$0.50	X	3,486	=	\$ 1,743.00 -
Maximum Grand Total Cost to SFA									\$ 924,306.80 -

Submitted by:

Name of Management Company	TAHER, INC.	Authorized Signature:	
Address	5570 Smetana Drive	Title:	President & CEO
City, State, Zip Code	Minnetonka, MN 55343	Date:	5/7/2024

MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on July 1, 2024 by and between Pipestone Area Schools, whose address is 1401 7th Street Southwest, Pipestone, MN 56164, and Taher, Inc, whose address is 5570 Smetana Drive, Minnetonka, MN 55343.

The purpose of this MOU is to establish terms and conditions for two (2) specific areas to support in more detail the signed contract agreement: 1. Indemnity and 2. Termination.

1. Indemnity:

- a. FSMC (Taher, Inc.) shall indemnify and hold SFA and its officers, directors, and employees harmless against any and all loss, damage and expense (including reasonable attorney's fees and court costs) of any injury to person or property of any nature whatsoever arising out of or in connection with the intentional misconduct or negligent acts or omissions of FSMC, its agents and employees and/or breach of this Agreement.
- b. SFA (Pipestone Area Schools) shall indemnify and hold FSMC and Its officers, directors, and employees harmless against any and all loss, damage and expense (including reasonable attorney's fees and court costs) of any injury to person or property of any nature whatsoever arising out of or in connection with the intentional misconduct or negligent acts or omissions of SFA, its agents and employees and/or breach of this Agreement.

Information specified in Section 1 above shall survive the termination of the Agreement.

2. Termination:

- a. For Cause: If either party breaches a material provision of the Agreement, the non-breaching party may give the other party notice of such breach. If the breach is remedied within ten (10) days in the case of failure to make payment when due or in fourteen (14) days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, both parties agree the party giving notice of the breach shall initiate a notice to terminate the Agreement upon expiration of such remedy period. These rights of termination are not exclusive but are in addition to any other rights available at law or in equity.
- b. Without Cause: After the initial term, either party may terminate the Agreement by providing written notice to the other party of intention to terminate the Agreement at least sixty (60) days before the end of any term.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

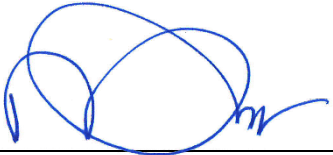
SFA:

By: _____
Signature

Title: _____

Date: _____

FSMC:

By:  _____
Signature

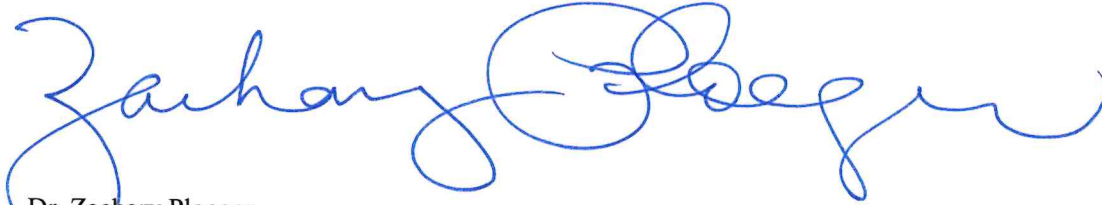
Title: President and CEO _____

Date: 6/14/2024 _____

6/3/2024

I submit the following items for surplus approval by the District 2689 Board of Education.

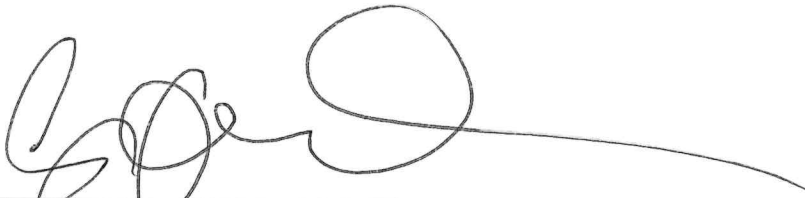
- 3 Silver Marching Tubas - Broken/Unfixable (20+ years old)
- 1 Rotary 5/4 Size Tuba - Broken/Unfixable (35+ years old)
- 3 Speakers - Not compatible with current technology. (15+ years old)



Dr. Zachary Ploeger
Director of Bands

Enclosure 1: Photo of 3 Speakers

Enclosure 2: Photo of 4 Tubas



Approval of Principal for Board Action







**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY**

BE IT RESOLVED by the School Board of Independent School District No. 2689, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 2698 shall begin on July 30, 2024 and shall close on August 13, 2024. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August, 13, 2024.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2689
(PIPESTONE AREA SCHOOLS)
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 2689 shall begin on Tuesday, July 30, 2024, and shall close at 5:00 o'clock p.m. on Tuesday, August 13, 2024.

The general election shall be held on Tuesday, November 5, 2024. At that election, four (4) members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, 1401 7th St SW, Pipestone, MN . The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on Tuesday, August 13, 2024.

Dated: June 24, 2024

BY ORDER OF THE SCHOOL BOARD

/s/ _____
School District Clerk

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

BE IT RESOLVED by the School Board of Independent School District No. 2689, State of Minnesota as follows:

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

The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 5th day of November, 2024.

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

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

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

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

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

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

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

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

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



Dr. Klint W. Willert, Superintendent
Sonja Ortman, MS/HS Principal
Jennifer Moravetz, Elementary Principal
Len Burzynski, Maintenance Director
Lisa Pease, Coordinator of Curriculum, Teaching & Learning and Continuous Improvement

Jacque Kennedy, Business Manager
Rick Zollner, Activities Director
Josh Stukel, Technology Director
Kim Tuin, Food Service Director

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOWA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOWA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOWA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Pipestone Area Schools

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 2689-01

Superintendent or Exec. Director Name: Klint W. Willert, Superintendent

Will act as the IOWA? Yes

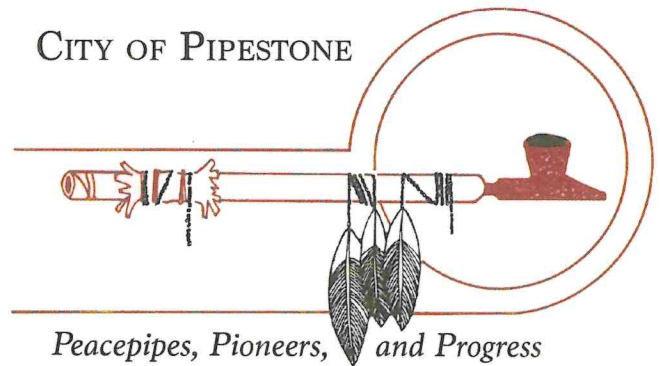
Board Chair Signature:

Name: _____

Date: _____

"Inspire life-long learners. Build Character. Prepare them for their future."

City Office Building
119 2nd Ave S.W.
Pipestone, MN 56164
(507) 825-3324
(VOICE & TDD)
Fax (507) 825-5353



June 13, 2024

Pipestone Area Schools
Attn: Dr. Klint Willert
1401 7th St. SW
Pipestone MN 56164

**RE: PIPESTONE AREA SCHOOLS GARBAGE AND CARDBOARD MATERIALS
REMOVAL**

Dear PAS,

The City of Pipestone will remove garbage daily year-round for PreK-12 campus, while school is in session and twice a week during summer months at a rate of \$1,600 per month. This includes Minnesota Solid Waste Management Tax. The services the school will receive are inclusive to the advertisement.

The City of Pipestone would like to thank you for the opportunity to assist the Pipestone Area Schools with all your refuse needs.

If you have any questions, feel free to contact me at (507) 215-2211.

Sincerely,

Mike Bloemendaal
Public Works Director

MB:aw



Where Minnesota School Boards Learn to Lead

June 2024

Dear Superintendent:

Thank you for your membership in the Minnesota School Boards Association for the past year. MSBA's Board and staff have worked hard to become your go-to organization. MSBA will always go the extra mile for our members:

- Our dedicated staff prides itself on anticipating member needs through engagement, analyzing national and state directives, working with other educational organizations, and providing training to build high-performing boards that are focused on student success.
- Membership feedback has been a helpful guide as we build a stronger and responsive strategic vision for your Association over the next years.
- Your MSBA staff is solution-driven. We will find the answer promptly or get you to someone with the answer. In all our interactions, we strive to build a high-performing board that can meet the high expectations of your staff, students, and community.
- Legal and legislative advocacy are essential services to representing your voice at the state and federal level. As a statewide organization and a leading advocate for public education, we pride ourselves in finding a path forward that benefits all our school districts, regardless of shape and size.
- Like you, we care deeply about the success of all Minnesota's public school students. Through our collective, member-driven mission, our mission is to build strong school boards for a stronger Minnesota.

Our Association is stronger when our members are stronger. Now is the time to continue investing in your future. Your dues invoice, along with a renewal notice for those districts in MSBA's Policy Services and/or BoardBook Premier, is included with this letter.

We wish you a successful 2024-2025 school year and hope to continue as your valued and trusted Association. If you have any questions, please contact me.

Sincerely,

Kirk Schneidawind, Executive Director
kschneidawind@mnmsba.org

Linda Leiding, President

MINNESOTA SCHOOL BOARDS ASSOCIATION

1900 West Jefferson Avenue, St. Peter, MN 56082-3015 Phone: 507-934-2450 or 800-324-4459
www.mnmsba.org



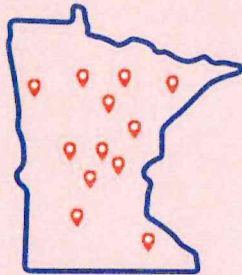
VALUE OF MEMBERSHIP



BOARD DEVELOPMENT



- Helping boards choose leaders who focus on student success.
- Offering conferences to connect board members across Minnesota.
- Facilitating webinars that give tips on dealing with current school board concerns.
- Leading strategic planning sessions aligned to board goals.



LEGAL & POLICY GUIDANCE



- Responding to phone calls and emails to help answer school district concerns.
- Providing updated policies to keep districts in line with changing laws and court rulings.
- Participating in regional superintendent and service cooperative meetings.
- Writing amicus curiae briefs to support school boards with legal challenges.



ADVOCACY FOR PUBLIC EDUCATION



- Hearing school board concerns at Delegate Assembly and advocating for you.
- Bringing top K-12 issues to legislators at our Day at the Capitol.
- Championing education bills through the Legislature.
- Tweaking legislation so it works best for school districts.

UNIFYING VOICE FOR PUBLIC EDUCATION



- Conveying our belief that public education is the best choice for students.
- Telling public education stories of how schools help children to succeed.
- Showing how public education really does do the public good.
- Highlighting the history of how public education in Minnesota made this state great.



Minnesota School Boards Association
1900 West Jefferson Avenue
St. Peter, MN 56082-3015
507-934-2450 or 800-324-4459

Invoice	INV-10716-V8R2L5
Date	7/1/2024
Amount Due	\$8,451.00
Date Due	8/15/2024

Pipestone Area Schools
 1401 7th St SW
 Pipestone, MN 56164-1877

Customer Name	Purchase Order No.			
Pipestone Area Schools				
Description	Quantity		Unit Price	Ext. Price
Policy Services Subscription - Pipestone Area Schools	1		\$750.00	\$750.00
ISD Membership - Pipestone Area Schools	1		\$5,001.00	\$5,001.00
BoardBook Subscription - Pipestone Area Schools	1		\$2,700.00	\$2,700.00

Is this invoice ok to pay?
JUN 10 2024
 Date & Sign _____

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2023, as provided by the Minnesota Department of Education.

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2024-2025 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.

Subtotal	\$8,451.00
Total	\$8,451.00



Voice For Greater Minnesota Education



June 7, 2024

Klint W Willert
Pipestone School District
1401 7th Street SW
Pipestone MN 56164

Hi, Klint W,

On behalf of MREA's 237 public school district members, thank you for your district's membership that helps us proactively engage with legislators and state officials to address Greater Minnesota P-12 education funding and policy issues. With the 2023-24 school year behind us, Pipestone School District's renewed membership for the 2024-25 school year is fundamental to MREA's advocacy targeting student learning and funding gaps.

Advocacy Focused on Greater Minnesota Education

MREA is your district's voice at the Capitol, and we advocate with education officials and with legislators representing Pipestone School District to inform them of potential impacts of their decisions. Our recent successes for rural education include:

- READ Act funding improvements for students and teachers
- Postponement of high school civics education requirements
- Additional VPK slots
- Student Teacher Stipend Pilot program funding
- Student Attendance Pilot project sites funded
- *Check out all our recent Accomplishments on the enclosed flyer.*

Count on MREA to work for your district outside the Capitol, too, with:

- Professional development and networking at our Greater Education Summit
- Truth-in-Taxation (TNT) training and templates
- Educator and school program awards celebrating rural education

Looking Ahead to a Successful 2025

Looking ahead to the 2025 legislative session, we know that when we work together, we succeed together. The Voice for Greater Minnesota Education has never been stronger, and we sincerely appreciate Pipestone School District's renewed membership. Please send your membership dues and updated contact information by July 15 to ensure our rural voice remains impactful.

Best wishes for a summer of well-being,

Michelle Rinke Koch, MREA Board President
Principal, Menahga Schools

Bob Indihar, MREA Executive Director



MAIL

2233 Roosevelt Rd, Suite 7
St. Cloud, MN 56301

CALL

(320) 762-6574
Toll-Free (833)-MNVOICE

LEARN

MREAvoice.org
MreaSummit.org

MEMBERSHIP RENEWAL INVOICE

Invoice Number: 2425-5000-1691-01
Invoice Date: June 7, 2024
Payment Due: July 15, 2024
Amount Due: \$2245.00

Bill to
Pipestone School District
 Klint W Willert
 1401 7th Street SW
 Pipestone MN 56164

Items	Quantity	Price	Amount
2024-25 ISD 2689 Membership July 1 - June 30			
• Base Fee*	1	\$1100	\$1100.00
• Legislative Fee \$1/APU (maximum of \$1400)	1145 APU	\$1145	\$1145.00
Total			\$2245.00
Amount Due			\$2245.00

*Districts sharing superintendents must each join MREA to receive discounted Base Fee of \$825. Contact MREA if Shared District has changed.

CONTACT INFORMATION (Please review and update)

District Name: Pipestone School District
Primary Contact: Klint W Willert
Contact Position Title: Superintendent
Contact Email: klint.willert@pas.k12.mn.us
District Phone: 507 - 562-6068
***Shared District:** NA

Superintendent Cell Phone: NEEDED
Principal Place of Business: 1401 7th Street SW
City, State, Zip: Pipestone, MN 56164
Website Address: www.pas.k12.mn.us
County: Pipestone

SIGNATURE _____ **Date** _____

Signature is consent to membership and to receive member notices at primary contact's email address.

QUESTIONS? Contact Diane Vosen, Operations Director, at (320) 762-6574.

Minnesota Rural Education Association is a nonprofit 501(c)(4) membership association, and dues are not tax deductible as charitable contributions. We estimate 41.8% of FY25 dues will be attributable to non-deductible lobbying activity and are not deductible under Internal Revenue Code Section 162 as an ordinary and necessary business expense. Notify your accountant.

Thank you for your continued membership! Please remit check, payable to MREA, to address below.



MAIL

2233 Roosevelt Rd, Suite 7
 St. Cloud, MN 56301

CALL

(320) 762-6574
 Toll-Free (833)-MNVOICE

LEARN

MREAvoice.org
 MreaSummit.org



Leading Advocacy for Greater Minnesota Students Led by school board members, administrators, teachers and other education-focused partners, MREA elevates Greater Minnesota schools through advocacy, education and recognition.

2024 LEGISLATIVE ACCOMPLISHMENTS

BUILDING FOR 2025 AND RESOLVING ISSUES FROM 2023

MREA Successfully Advocated for Greater Minnesota Students Through:

- READ Act Improvements
 - \$40/pupil for District costs related to Reading to Ensure Academic Development (READ) Act
 - \$36/pupil for Teacher Stipends for READ Act training and extended deadline
 - Cooperative educational programs included in READ Act funding
- Other Policy Improvements from 2023 Session
 - District budget reserve established for Student Support Personnel Aid
 - Expanded Medical Assistance (MA) billing for School Social Workers
 - 5,200 additional Voluntary Prekindergarten (VPK) slots
 - Cooperatives included in Alternative Learning Center (ALC) Transportation Aid
- Addressing Staffing Needs
 - Student Teacher Stipend pilot program funded at \$6.5M
 - Para Flexibility for federal highly qualified requirements to be met next school year
- Special Education
 - Expanding special education pipeline grant program to Tier 1 and Tier 2 teachers
- Addressing Student Issues
 - Absenteeism - Student Attendance Pilot project sites funded at \$4.7M
- Elections Bill
 - School Board Vacancy flexibility when less than 2 years remaining in term

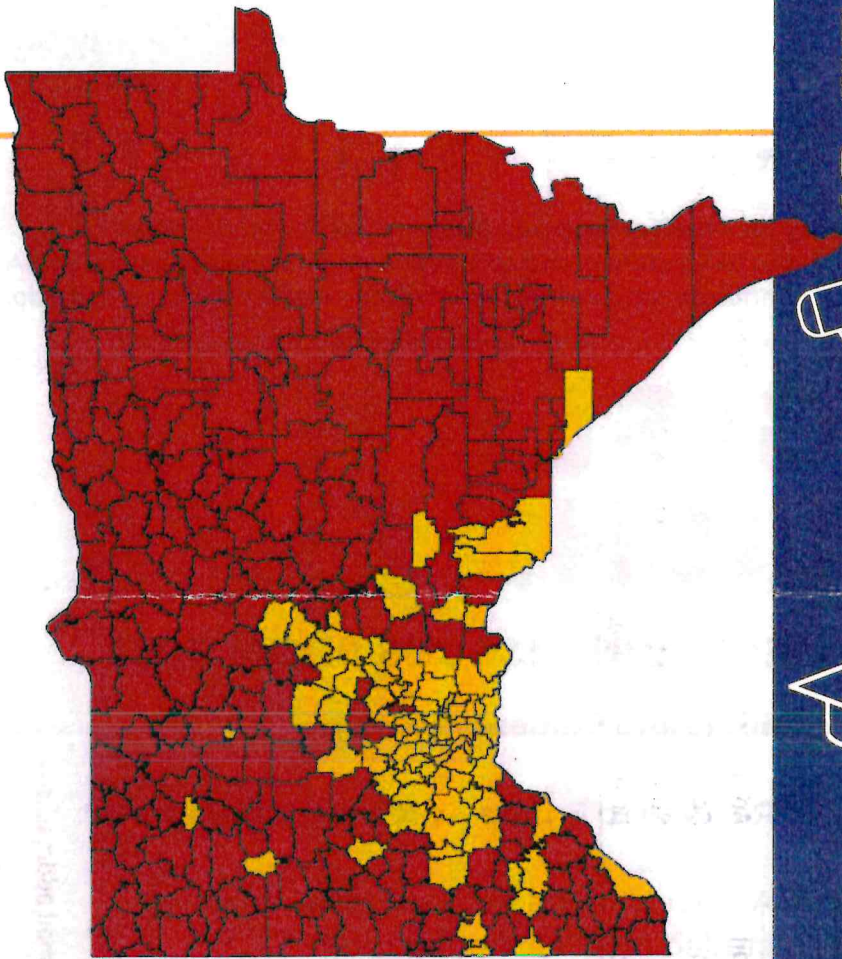
MREA PRIORITIES IN DEVELOPMENT FOR 2025 BUDGET SESSION: CLOSING GAPS


ADVANCING ROOF REPAIR & REPLACEMENT AS PART OF LONG-TERM FACILITIES MAINTENANCE: HF 3558/SF 4305

Allowing school boards to levy "above the line" costs for roof repair and replacement as part of the LTFM program.

ADVANCING SEASONAL TAX BASE REPLACEMENT AID: HF 4986/SF 4995

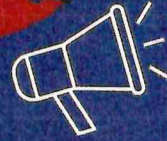
Creating state funding to reduce the local taxpayer cost of an operating referendum by having the State recognize the local loss of Seasonal & Recreational tax base value.



 MREA Member School District



How MREA serves YOU



ADVOCATE

- Lobbyists at the Capitol every day advocating for students
- Weekly Advocacy Briefings during legislative session
- Interactive maps and analysis showing impacts of major changes
- Action alerts to help encourage engagement



EDUCATE

- Professional development and networking at Annual Conference
- Regional meetings and trainings to provide input and stay informed
- Member benefits providing learning opportunities
- Discounts on partner programs



COMMUNICATE & CELEBRATE

- Weekly *Insider Briefs* with education updates relevant to rural districts
- Website with resources, news, and updates
- Celebration and sharing of accomplishments and best practices
- Awards for teachers and innovative school programs
- In-person visits to keep a pulse on district accomplishments & needs

MREA

Voice For Greater Minnesota Education

LEARN MORE AT MREAVOICE.ORG

CONTACT US AT

INFO@MREAVOICE.ORG | (833) MNVOICE



"MREA is a strong force for advocating for rural students and schools. MREA's communications are effective and timely, the staff is incredible, the website is a valuable resource, and their advocacy at the State Capitol is exemplary."

KARLA BECK, DIRECTOR OF TEACHING & LEARNING
REDWOOD AREA SCHOOL DISTRICT



Pipestone Area Schools

Local Literacy Plan

2024-2025 School Year

Updated: 06/12/2024

Pending school board approval: 6/24/2024

To support every child reading at or above grade level every year, beginning in kindergarten, and to support multilingual learners and students receiving special education services in achieving their individualized reading goals in order to meet grade level proficiency, a school district or charter school must adopt a local literacy plan that describes how they are working to meet that goal. A district must update and submit the plan to the commissioner by June 15 each year [Minn. Stat.120B.12, subd. 4a \(2023\)](#).

The district’s Local Literacy Plan for the 2024-25 school year has been approved by our superintendent and is posted on our website.

Minnesota READ Act Goal

The goal of the READ Act is to have every Minnesota child reading at or above grade level every year, beginning in kindergarten, and to support multilingual learners and students receiving special education services in achieving their individualized reading goals in order to meet grade level proficiency. [Minn. Stat. 120B.12 \(2023\)](#).

District’s Literacy Goals for 2024-25 School Year

The Pipestone Area Schools School District will focus on enhancing evidence-based structured literacy instruction during the 2024-25 school year. Professional development will be offered for K-3 educators, special education staff providing reading instruction, reading intervention educators and to our administration who assist in selecting curriculum. In addition, the district will evaluate our Tier 1 curriculum and intervention resources to ensure alignment with evidence based practices. Guidance provided by the Minnesota Department of Education and the University of Minnesota Center for Applied Research and Educational Improvement will be continuously reviewed and incorporated into the Pipestone Area School District’s Literacy Plan.

Universal and Dyslexia Screening

The Pipestone Area Schools School District will be utilizing Dibels as the universal and dyslexia screener. Assessments recommended through the MN READ Act as well as other assessments identified to successfully implement the MTSS program are administered . Our district will use data from Dibels, NWEA MAP, MCA, and ACCESS assessments to implement the MTSS program.

In kindergarten through 3rd grade, the district will use Dibels as our universal screener for dyslexia. Data will be collected in the fall, winter, and spring.

In grades 4-12, the district is waiting for further guidance from the Minnesota Department of Education to determine an appropriate screening measure for students who do not demonstrate mastery of foundational reading skills.

Parent Notification and Involvement

Pipestone Area schools will administer DIBELS to students in kindergarten through grade 3 within the first six weeks of school, by February 15th, 2025, and again within the last six weeks of the school year.

Measures of proficiency and progress are shared with parents and guardians at conferences in the fall and spring. If a student is below grade level following the winter screening dates of January 2025, those results will be shared with parents at conferences on February 13, 2025. At conferences in February, information will be shared with parents and guardians on strategies that can be used at home to support their child’s growth in reading. At that time, teachers may or may not recommend students to receive one-on-one or small-group differentiated instruction.

Core Reading Instruction and Curricula in Grades K-5

Pipestone Area Schools School District is currently waiting for further guidance from the Minnesota Department of Education (MDE) on approved core reading curricula to best meet the needs of our students. The core reading instruction is based on the MDE Standards.

To focus on foundational skills, Pipestone Area Schools will implement UFLI in grades K-3 and Spellography in fourth and fifth grade.

Core ELA Instruction and Curricula in Grades 6-12

Pipestone Area Schools School District is currently waiting for further guidance from the Minnesota Department of Education on approved core ELA curricula to consider. The core ELA instruction is based on the MDE Standards.

Data and Decision Making for Literacy Interventions

Pipestone Area Schools has implemented and continuously strives to improve the implementation of the Minnesota Multi-Tiered Systems of Support (MnMTSS) Framework.

Based on the data from our district assessments of NWEA MAP and DIBELS, the district will analyze student outcomes and needs to design and deliver ongoing evidence-based instruction and interventions. Targeted instruction is guided by our district assessments. Data digs will take place three times a year following each district assessment.

The district monitors student progress to modify instruction to address student needs as identified through the identification process. Continuous improvements will be informed by guidance from the READ Act.

Professional Development Plan

Phase 1 - Pipestone Area Schools educators have received Minnesota Department of Education

Local Literacy Plan

2024-25

School Year

2

approved training during the 2022-2023 and 2023-2024 school year. The Pre-K and Junior Kindergarten educators have received Early LETRS and the Kindergarten - 5th Grade educators have received LETRS (Language Essentials for Teachers of Reading and Spelling) training through Lexia.

Any new Pre-K - 5 educators will receive either Early LETRS or LETRS training during the 2024 - 2025 school year. Pipestone Area Schools Administrators will receive access to LETRS for Administrators. The district is awaiting further guidance from the Minnesota Department of Education on approved training programs for instructional support staff.

All paraprofessionals at the elementary level (K - 5th grade) will be trained in LETRS starting fall of 2024. In addition, Special Education Educators and ELL educators 6-12th grade will be trained in LETRS.

Phase 2 - During the 2025-26 school year, Pipestone Areas Schools will train 6 - 12th grade teachers who are responsible for reading instruction with an approved professional development program according to Minnesota READ Act.

Action Planning for Continuous Improvement

During the 2024- 2025 school year, Pipestone Area Schools will research approved curriculum based upon the Minnesota Department of Education (MDE) approved core reading curricula to best meet the needs of our students.

Pipestone Area Schools will implement evidence-based structured literacy instruction in grades K-6 during the 2025-2026 school year and will maintain this focus into grades 7-12 through the 2025-26 and 2026-27 school year.

The district is committed to ongoing professional development in reading and supporting grade levels in adopting and implementing evidence-based literacy practices. As part of its continuous improvement efforts, the district is evaluating Tier I literacy curricula used in grades K-12, as well as intervention resources and screening guidance, and following guidance from the Minnesota Department of Education to determine the next steps. In addition, Pipestone Area Schools will evaluate and enhance their MnMTSS Framework to ensure success for all students.

Independent School District #2689
FY25 Original General Fund Revenue and Expenditures
June 11th, 2024

FY25 Projected Original Revenue	\$15,452,490.00
FY25 Projected Original Expenditures	<u>(\$16,973,703.00)</u>
FY25 Projected Deficit	<u><u>(\$1,521,213.00)</u></u>

Independent School District #2689				
FY25 Original General Fund Revenue				
June 11th, 2024				
General Education Aid		25 Original Budget	24 Revised Budget	Difference
Basic Skills		\$1,139,772.00	\$1,096,134.00	\$43,638.00
Gifted and Talented		\$15,563.00	\$15,844.00	(\$281.00)
Learning and Development		\$245,684.00	\$243,522.00	\$2,162.00
Staff Development		\$174,333.00	\$173,987.00	\$346.00
Operating Capital		\$35,231.00	\$73,212.00	(\$37,981.00)
County Apportionment		\$33,000.00	\$30,000.00	\$3,000.00
Endowment		\$65,996.00	\$50,978.82	\$15,017.18
Literacy Incentive Aid		\$52,862.00	\$59,396.00	(\$6,534.00)
Unrestricted General Ed Revenue		\$9,365,407.00	\$9,430,347.00	(\$64,940.00)
Share Time Aid		\$3,981.00	\$9,688.00	(\$5,707.00)
Acheivement and Ingegration Aid		\$90,912.00	\$91,052.00	(\$140.00)
Total General Education Aid		\$11,222,741.00	\$11,274,160.82	(\$51,419.82)
Levies				
Operating Capital Levy		\$148,653.00	\$165,806.00	(\$17,153.00)
Safe Schools Levy		\$42,586.00	\$41,610.00	\$976.00
Career and Technical Levy		\$61,643.00	\$65,856.00	(\$4,213.00)
Achievement and Integration Levy		\$42,776.00	\$44,201.00	(\$1,425.00)
Long Term Facilities Maintenance Levy		\$190,737.00	\$175,701.00	\$15,036.00
General Fund Levy		\$1,015,375.00	\$1,031,914.00	(\$16,539.00)
OPEB Levy		\$52,590.00	\$67,540.00	(\$14,950.00)
Disparity		\$16,000.00	\$16,000.00	\$0.00
Homestead Ag Mkt Value Credit		\$12,000.00	\$12,000.00	\$0.00
Abatement		\$17.00	\$235.00	(\$218.00)
Total Levies		\$1,582,377.00	\$1,620,863.00	(\$38,486.00)
Other Aid				
Special Education Aid		\$1,650,000.00	\$1,502,248.00	\$147,752.00
Third Party Pay		\$35,000.00	\$35,000.00	\$0.00
Non-Public Transportation Aid		\$29,129.00	\$18,484.00	\$10,645.00
LongTerm Facilities Maintenance Aid		\$41,113.00	\$28,825.00	\$12,288.00
Sale of Materials		\$750.00	\$300.00	\$450.00
Indian Education Grant		\$0.00	\$0.00	\$0.00
Misc Rev through MDE		\$9,200.00	\$88,500.00	(\$79,300.00)
Library Aid		\$40,000.00	\$0.00	\$40,000.00
Student Support Service Aid		\$40,000.00	\$0.00	\$40,000.00
Summer Unemployment Insurance Reimbursement		\$66,000.00	\$35,000.00	\$31,000.00
English Learner Cross Subsidy Aid		\$1,954.00	\$3,229.00	(\$1,275.00)
Total Miscellaneous		\$1,913,146.00	\$1,711,586.00	\$201,560.00
Local and Federal Revenue				
AP Tests, Chromebook Repairs, Lost Books		\$1,850.00	\$1,000.00	\$850.00
Gate Receipts		\$45,600.00	\$45,175.00	\$425.00
Insurance Recovery		\$0.00	\$4,100.00	(\$4,100.00)
Interest Income		\$157,080.00	\$161,165.00	(\$4,085.00)
Rent School Facilities		\$6,185.00	\$6,825.00	(\$640.00)
Gifts/Donations		\$7,950.00	\$35,796.00	(\$27,846.00)
Miscellaneous Revenue		\$52,720.00	\$85,817.00	(\$33,097.00)
Miscellaneous Local Taxes		\$58,823.00	\$65,010.00	(\$6,187.00)
Federal Title Programs		\$355,217.00	\$366,240.00	(\$11,023.00)
Federal Aid Thru Other Agencies		\$32,000.00	\$15,200.00	\$16,800.00
ESSER I COVID Fin 151		\$0.00	\$0.00	\$0.00
CARES CFR COVID Fin 154		\$0.00	\$0.00	\$0.00
ESSER II COVID Fin 155		\$0.00	\$0.00	\$0.00
COVID Testing Fin 170		\$0.00	\$0.00	\$0.00
COVID Declining Enrollment		\$0.00	\$0.00	\$0.00
ESSER III Finance 160		\$0.00	\$658,878.00	(\$658,878.00)
ESSER III Lost Learning COVID Fin 161		\$0.00	\$116,126.02	(\$116,126.02)
Reimbursement from MN School Districts		\$16,801.00	\$15,500.00	\$1,301.00
Out of District Tuition		\$0.00	\$0.00	\$0.00
		\$734,226.00	\$1,576,832.02	(\$842,606.02)
Grand Total		\$15,452,490.00	\$16,183,441.84	(\$730,951.84)

Independent School District #2689				
FY25 Original General Fund Expenditures				
June 11th, 2024				
	Code	25 Original Budget	24 Revised Budget	Difference
Administrative Salaries	110	\$580,426.00	\$542,821.00	\$37,605.00
Teacher Salaries	140	\$5,199,814.00	\$4,881,770.00	\$318,044.00
Non-Licensed Classroom Personnel	141	\$54,550.00	\$70,066.00	(\$15,516.00)
Licensed Instructional Support Personnel	143	\$145,022.00	\$140,636.00	\$4,386.00
Non-Licensed Instructional Support Personnel	144	\$0.00	\$0.00	\$0.00
Substitute Salaries	145	\$120,000.00	\$125,000.00	(\$5,000.00)
Substitute Non-Licensed Classroom	146	\$30,000.00	\$30,000.00	\$0.00
Language Pathologist	152	\$29,000.00	\$55,583.00	(\$26,583.00)
School Nurse	154	\$111,389.00	\$104,650.00	\$6,739.00
Social Worker	156	\$105,385.00	\$49,750.00	\$55,635.00
Certified Paraprofessional	161	\$696,264.00	\$549,839.00	\$146,425.00
Certified One-to-One Paraprofessional	162	\$234,625.00	\$264,411.00	(\$29,786.00)
School Counselor	165	\$133,369.00	\$136,175.00	(\$2,806.00)
Non-Instructional Support	170	\$978,391.00	\$874,920.00	\$103,471.00
DAPE Specialist	174	\$0.00	\$0.00	\$0.00
Other Salary Payment	185	\$475,648.00	\$505,359.00	(\$29,711.00)
Severance	191	\$14,351.00	\$15,653.00	(\$1,302.00)
FICA	210	\$686,238.00	\$635,785.00	\$50,453.00
PERA	214	\$152,623.00	\$139,275.00	\$13,348.00
TRA	218	\$586,656.00	\$561,398.00	\$25,258.00
Health Insurance	220	\$880,969.00	\$669,508.00	\$211,461.00
Life Insurance	230	\$11,683.00	\$11,249.00	\$434.00
Group Dental Insurance	235	\$1,403.00	\$1,463.00	(\$60.00)
Long Term Disability	240	\$336.00	\$0.00	\$336.00
TSA Match	250	\$97,460.00	\$88,688.00	\$8,772.00
Employer Sponsored H S A	251	\$59,921.00	\$181,967.00	(\$122,046.00)
Workmens Comp	270	\$53,224.00	\$45,461.00	\$7,763.00
Unemployment Compensation	280	\$10,000.00	\$36,000.00	(\$26,000.00)
Unemployment Summer	281	\$66,000.00	\$35,000.00	\$31,000.00
Other Post Employment Benefits	291	\$29,011.00	\$45,480.00	(\$16,469.00)
Total Salaries and Fringe		\$11,543,758.00	\$10,797,907.00	\$745,851.00
Other Employee Benefits	299	\$0.00	\$0.00	\$0.00
Fed Sub Awards under \$25,000.00	303	\$22,750.00	\$21,800.00	\$950.00
Fed Sub Awards over \$25,000.00	304	\$0.00	\$0.00	\$0.00
Consulting and Servicing Fees	305	\$178,402.00	\$192,515.00	(\$14,113.00)
School Resource Officer	310	\$52,000.00	\$51,504.00	\$496.00
Services Purchased from Coop	316	\$177,021.00	\$172,151.00	\$4,870.00
Computer and Technology Services	319	\$0.00	\$0.00	\$0.00
Communications/Phone	320	\$39,935.00	\$39,502.00	\$433.00
Postage and Express	329	\$9,200.00	\$10,225.00	(\$1,025.00)
Utility Services	330	\$315,198.00	\$283,549.00	\$31,649.00
Short Term Rentals	335	\$104,404.00	\$107,643.00	(\$3,239.00)
Property Insurance	340	\$185,400.00	\$147,285.00	\$38,115.00
Repairs and Maintenance	350	\$200,785.00	\$232,170.00	(\$31,385.00)
Transportation	360	\$1,232,569.00	\$1,322,688.00	(\$90,119.00)
Travel	366	\$155,883.00	\$167,244.00	(\$11,361.00)
Entry Fees/Student Travel	369	\$69,950.00	\$41,760.00	\$28,190.00
Rentals and Leases	370	\$0.00	\$0.00	\$0.00
Mental Health Professional	379	\$0.00	\$5,000.00	(\$5,000.00)
Short Term Lease Copiers	380	\$0.00	\$0.00	\$0.00
To Other MN School Districts	390	\$0.00	\$50,315.00	(\$50,315.00)
To Out of State Districts	392	\$39,372.00	\$33,030.00	\$6,342.00
Special Ed Contracted Services	393	\$204,280.00	\$196,000.00	\$8,280.00
To Non-Ed Agency	394	\$406,331.00	\$405,990.00	\$341.00

Special Ed Salary Purchased from Co-op	396	\$538,597.00	\$438,366.00	\$100,231.00
Special Ed Benefits Purchased Co-op	397	\$17,242.00	\$20,978.00	(\$3,736.00)
Charge Back	398	\$0.00	\$0.00	\$0.00
Purchase of Special Ed Contracted Services	399	\$0.00	\$75,210.00	(\$75,210.00)
General Supplies	401	\$194,249.00	\$321,378.00	(\$127,129.00)
Non-Instructional Computer Software	405	\$33,816.00	\$68,248.00	(\$34,432.00)
Instructional Software License	406	\$81,502.00	\$110,011.00	(\$28,509.00)
Instructional Supplies	430	\$216,718.00	\$130,483.00	\$86,235.00
Individualized Materials	433	\$25,662.00	\$49,630.00	(\$23,968.00)
Fuel for Buildings	440	\$85,200.00	\$60,173.00	\$25,027.00
Non-Instructional Tech Supplies	455	\$0.00	\$15,000.00	(\$15,000.00)
Instructional Tech Supplies	456	\$2,000.00	\$3,000.00	(\$1,000.00)
Textbooks/Workbooks	460	\$80,387.83	\$70,378.00	\$10,009.83
Standardized tests	461	\$5,400.00	\$4,000.00	\$1,400.00
Non-Instructional Tech Devices	465	\$30,600.00	\$75,052.00	(\$44,452.00)
Instructional Technology Devices	466	\$77,200.00	\$65,000.00	\$12,200.00
Library Books	470	\$17,800.00	\$17,800.00	\$0.00
Audio Visual Aids	480	\$0.00	\$0.00	\$0.00
Electronic Format	485	\$0.00	\$0.00	\$0.00
Cap Noninstructional Tech Software	505	\$10,000.00	\$9,500.00	\$500.00
Cap Instructional Tech Software	506	\$0.00	\$0.00	\$0.00
Site or Grounds Acquisition	510	\$0.00	\$61,650.00	(\$61,650.00)
Building Acquisition and Construction	520	\$259,853.00	\$532,375.00	(\$272,522.00)
Equipment Purchased	530	\$53,982.00	\$115,116.00	(\$61,134.00)
Special Education Equipment	533	\$0.00	\$0.00	\$0.00
Chargeback	545	\$0.00	\$0.00	\$0.00
Eligible Pupil Transportation	548	\$0.00	\$0.00	\$0.00
Vehicles Purchased	550	\$0.00	\$0.00	\$0.00
Technology Equipment	555	\$35,000.00	\$17,000.00	\$18,000.00
Technology Equipment Special Education	556	\$0.00	\$0.00	\$0.00
Principal Long Term Lease	570	\$33,375.00	\$15,612.00	\$17,763.00
Interest on Long Term Lease	571	\$4,125.00	\$2,128.00	\$1,997.00
Principal on Capital Lease	580	\$82,000.00	\$80,000.00	\$2,000.00
Interest on Capital Lease	581	\$9,607.50	\$12,159.00	(\$2,551.50)
Dues and Memberships	820	\$20,681.00	\$18,420.00	\$2,261.00
Taxes and Special Assessments	896	\$468.00	\$1,275.00	(\$807.00)
Affordable Care Act Penalties	897	\$17,000.00	\$16,240.00	\$760.00
Scholarships	898	\$0.00	\$0.00	\$0.00
Miscellaneous Other Expenses	899	\$4,000.00	\$4,000.00	\$0.00
Contingency		\$100,000.00	\$16,760.00	\$83,240.00
Total		\$16,973,703.33	\$16,705,220.00	\$268,483.33
There is a total of \$100,000.00 Contingency included in this budget.				

**Independent School District #2689
FY25 Original High School Activity Revenue and Expenses
June 11th, 2024**

FY25 Projected Original Revenue	\$141,969.00
FY25 Projected Original Expenditures	<u>(\$131,229.00)</u>
FY25 Projected Increase in Balances	<u><u>\$10,740.00</u></u>

See attached for the various organizations

Budget Guideline

Period Ending July 31,2024

Sequence: L, Fd, Org, Pro, Crs, Fin, O/S, gla_ref1, gla_ref2, gla_ref3

										FY2025Orig			Remaining	Ref 1	Ref 2	Ref 3
L	Fd	Org	Pro	Crs	Fin	O/S	Class	Sub	Description	Annual Budget	YTD	Enc	Balance			
21									Student Activities							
	R	21	005	000	913	301	099	401	913	Baseball	(4,114.00)	0.00	0.00	(4,114.00)		
	R	21	005	000	914	301	099	401	914	Boys Basketball	(4,620.00)	0.00	0.00	(4,620.00)		
	R	21	005	000	916	301	099	401	916	Cheerleaders	(1,000.00)	0.00	0.00	(1,000.00)		
	R	21	005	000	921	301	099	401	921	Cross Country	(1,895.00)	0.00	0.00	(1,895.00)		
	R	21	005	000	922	301	099	401	922	FFA	(36,750.00)	0.00	0.00	(36,750.00)		
	R	21	005	000	924	301	099	401	924	Football Club	(12,000.00)	0.00	0.00	(12,000.00)		
	R	21	005	000	925	301	099	401	925	French Club	(5,000.00)	0.00	0.00	(5,000.00)		
	R	21	005	000	926	301	099	401	926	Girls Basketball	(4,500.00)	0.00	0.00	(4,500.00)		
	R	21	005	000	927	301	099	401	927	Girls Tennis	(2,000.00)	0.00	0.00	(2,000.00)		
	R	21	005	000	929	301	099	401	929	Gymnastics	(1,250.00)	0.00	0.00	(1,250.00)		
	R	21	005	000	930	301	099	401	930	HS Student Council	(4,000.00)	0.00	0.00	(4,000.00)		
	R	21	005	000	932	301	099	401	932	Journalism	(4,600.00)	0.00	0.00	(4,600.00)		
	R	21	005	000	934	301	099	401	934	MS Student Council	(775.00)	0.00	0.00	(775.00)		
	R	21	005	000	935	301	099	401	935	National Honor Society	(600.00)	0.00	0.00	(600.00)		
	R	21	005	000	938	301	099	401	938	Softball	(750.00)	0.00	0.00	(750.00)		
	R	21	005	000	939	301	099	401	939	Spanish Club	(5,000.00)	0.00	0.00	(5,000.00)		
	R	21	005	000	944	301	099	401	944	Robotics	(12,790.00)	0.00	0.00	(12,790.00)		
	R	21	005	000	945	301	099	401	945	Track	(750.00)	0.00	0.00	(750.00)		
	R	21	005	000	946	301	099	401	946	Volleyball	(5,750.00)	0.00	0.00	(5,750.00)		
	R	21	005	000	948	301	099	401	948	Wrestling Club	(2,200.00)	0.00	0.00	(2,200.00)		
	R	21	005	000	951	301	099	401	951	One Act Play	(250.00)	0.00	0.00	(250.00)		
	R	21	005	000	955	301	099	401	955	Fall Concessions	(8,000.00)	0.00	0.00	(8,000.00)		
	R	21	005	000	956	301	099	401	956	Winter Concessions	(14,000.00)	0.00	0.00	(14,000.00)		
	R	21	005	000	957	301	099	401	957	Prom	(5,000.00)	0.00	0.00	(5,000.00)		
	R	21	005	000	958	301	099	401	958	Homecoming	(1,000.00)	0.00	0.00	(1,000.00)		
	R	21	005	000	965	301	099	401	965	Class of 2025	(3,175.00)	0.00	0.00	(3,175.00)		
	R	21	005	000	968	301	099	401	968	Misc Local Revenue	(200.00)	0.00	0.00	(200.00)		
21									Student Activities	(141,969.00)	0.00	0.00	(141,969.00)			
									Report Totals:	(141,969.00)	0.00	0.00	(141,969.00)			

Pipestone Area Schools ISD #2689
Budget Guideline
Period Ending July 31,2024

Sequence: L, Fd, Org, Pro, Crs, Fin, O/S, gla_ref1, gla_ref2, gla_ref3

										FY2025Orig			Remaining				
L	Fd	Org	Pro	Crs	Fin	O/S	Class	Sub	Description	Annual Budget	YTD	Enc	Balance	Ref 1	Ref 2	Ref 3	
21	Student Activities																
	E	21	005	298	913	301	401	913	Baseball	3,244.00	0.00	0.00	3,244.00				
	E	21	005	298	914	301	401	914	Boys Basketball	2,633.00	0.00	0.00	2,633.00				
	E	21	005	298	916	301	401	916	Cheerleading	474.00	0.00	0.00	474.00				
	E	21	005	298	921	301	401	921	Cross Country	640.00	0.00	0.00	640.00				
	E	21	005	298	922	301	401	922	FFA	36,994.00	0.00	0.00	36,994.00				
	E	21	005	298	924	301	401	924	Football Club	5,154.00	0.00	0.00	5,154.00				
	E	21	005	298	925	301	401	925	French Club	4,021.00	0.00	0.00	4,021.00				
	E	21	005	298	926	301	401	926	Girls Basketball	884.00	0.00	0.00	884.00				
	E	21	005	298	927	301	401	927	Girls Tennis	420.00	0.00	0.00	420.00				
	E	21	005	298	928	301	401	928	Golf Club	150.00	0.00	0.00	150.00				
	E	21	005	298	929	301	401	929	Gymnastics	1,000.00	0.00	0.00	1,000.00				
	E	21	005	298	930	301	401	930	HS Student Council	1,147.00	0.00	0.00	1,147.00				
	E	21	005	298	932	301	401	932	Journalism	3,557.00	0.00	0.00	3,557.00				
	E	21	005	298	934	301	401	934	MS Student Council	414.00	0.00	0.00	414.00				
	E	21	005	298	935	301	401	935	National Honor Society	608.00	0.00	0.00	608.00				
	E	21	005	298	938	301	401	938	Softball	1,130.00	0.00	0.00	1,130.00				
	E	21	005	298	939	301	401	939	Spanish Club	4,520.00	0.00	0.00	4,520.00				
	E	21	005	298	940	301	401	940	Speech	500.00	0.00	0.00	500.00				
	E	21	005	298	941	301	401	941	STARS	216.00	0.00	0.00	216.00				
	E	21	005	298	942	301	401	942	Swing Choir	500.00	0.00	0.00	500.00				
	E	21	005	298	944	301	401	944	Robotics	11,321.00	0.00	0.00	11,321.00				
	E	21	005	298	945	301	401	945	Track	750.00	0.00	0.00	750.00				
	E	21	005	298	946	301	401	946	Volleyball	6,500.00	0.00	0.00	6,500.00				
	E	21	005	298	948	301	401	948	Wrestling Club	2,900.00	0.00	0.00	2,900.00				
	E	21	005	298	955	301	401	955	Fall Concessions	8,500.00	0.00	0.00	8,500.00				
	E	21	005	298	956	301	401	956	Winter Concessions	15,000.00	0.00	0.00	15,000.00				
	E	21	005	298	957	301	401	957	Prom	11,260.00	0.00	0.00	11,260.00				
	E	21	005	298	958	301	401	958	Homecoming	892.00	0.00	0.00	892.00				
	E	21	005	298	965	301	401	965	Class of 2025	5,750.00	0.00	0.00	5,750.00				
	E	21	005	298	968	301	401	968	General Supplies	150.00	0.00	0.00	150.00				
21	Student Activities									131,229.00	0.00	0.00	131,229.00				
	Report Totals:									131,229.00	0.00	0.00	131,229.00				

Independent School District #2689			
FY25 Overall Budget			
Food Service Fund			
FY25 Projected Revenue			\$1,146,687.00
FY25 Projected Expenditures			\$1,112,796.00
FY25 Projected Revenues over Expenditures			\$33,891.00
Preliminary Budget			
06.30.23 Fund Balance			\$788,392.00
Projected FY24 Surplus			\$22,707.00
Projected 6.30.24 Fund Balance			\$811,099.00
Projected FY25 Surplus			\$33,891.00
Projected 06.30.24 Fund Balance			\$844,990.00

Independent School District #2689					
FY25 Original Food Service Revenue					
Food Service Fund					
Classification	Code	FY25 ORIG Budget	FY24 REV Budget	Change	
Interest Income	092	\$18,360.00	\$14,295.00	\$4,065.00	
Miscellaneous Local Revenue	099	\$5,000.00	\$5,000.00	\$0.00	
State Aids and Grants	300	\$447,284.00	\$295,995.00	\$151,289.00	
School Lunch Federal	471	\$72,318.00	\$127,441.00	(\$55,123.00)	
Free-Reduced Lunch	472	\$268,735.00	\$261,636.00	\$7,099.00	
Commodity Distribution	474	\$60,000.00	\$60,000.00	\$0.00	
Special Milk Program	475	\$0.00	\$0.00	\$0.00	
Breakfast	476	\$151,550.00	\$146,942.00	\$4,608.00	
At Risk Supper	477	\$14,635.00	\$0.00	\$14,635.00	
Summer Food Program	479	\$30,305.00	\$44,437.00	(\$14,132.00)	
Sales to Pupils	601	\$78,500.00	\$52,100.00	\$26,400.00	
Special Function Food Sales	608	\$0.00	\$1,000.00	(\$1,000.00)	
Total		\$1,146,687.00	\$1,008,846.00	\$137,841.00	

Independent School District #2689					
FY25 Original Food Service Expenditures					
Food Service Fund					
Classification	Code	FY25 ORIG Budget	FY24 REV Budget	Change	
Consulting Fees	305	\$985,896.00	\$821,239.00	\$164,657.00	
Postage and Express	329	\$1,550.00	\$1,800.00	(\$250.00)	
Repairs and Maintenance	350	\$10,000.00	\$12,000.00	(\$2,000.00)	
Travel	366	\$150.00	\$300.00	(\$150.00)	
General Supplies	401	\$30,000.00	\$30,000.00	\$0.00	
NonInstr Computer Software	405	\$5,200.00	\$5,000.00	\$200.00	
Commodities	491	\$60,000.00	\$60,000.00	\$0.00	
Equipment Purchased	530	\$20,000.00	\$55,800.00	(\$35,800.00)	
Technology Equipment	555	\$0.00	\$0.00	\$0.00	
Total		\$1,112,796.00	\$986,139.00	\$126,657.00	

FY25 Community Education Fund Balance	
06/30/2023 Actual Fund Balance	\$190,338.00
FY24 Estimated Revenue over Expenditures	\$3,660.00
06/30/2024 Estimated Fund Balance	\$193,998.00
FY25 Estimated Revenue over Expenditures	\$24,448.00
06/30/2025 Estimated Fund Balance	\$218,446.00

FY 25 Original Budget			
Community Education			
		FY2025 Original	FY2024 Revised
			Difference
Projected Revenue			
Interest Income		\$12,240.00	\$5,718.00
Community Education Levy		\$42,762.00	\$35,859.00
Disparity		\$2,500.00	\$2,500.00
Ag Market Value Credit		\$2,000.00	\$2,000.00
Abatement		\$0.00	\$13.00
Non-Public Aid		\$301.00	\$235.00
Drivers Education Fees		\$21,000.00	\$26,250.00
Community Soccer League		\$0.00	\$0.00
Acceleration Camp		\$7,007.00	\$5,025.00
Youth Traveling Basketball		\$3,000.00	\$6,000.00
JO Volleyball		\$5,500.00	\$3,000.00
Basketball Camp		\$0.00	\$3,000.00
Youth Football		\$4,000.00	\$3,500.00
Little Arrow Wrestling		\$1,000.00	\$1,300.00
Babysitting Class		\$0.00	\$0.00
Home-Visiting Levy		\$1,107.00	\$1,181.00
Home Visiting Aid		\$0.00	\$20.00
Pre-School Screening		\$2,649.00	\$3,012.00
After School Enrichment Levy		\$13,770.00	\$13,770.00
Youth Service Levy		\$7,443.00	\$7,443.00
Community Education Programs		\$5,000.00	\$5,000.00
Total Projected Revenue		\$131,279.00	\$124,826.00
Projected Expenditures			
Drivers Education		\$26,976.00	\$21,080.00
Director and Assistant Salary and Benefits		\$23,358.00	\$43,873.00
Advertisement, Postage, Prof Dues		\$3,010.00	\$2,800.00
Acceleration Camp		\$7,007.00	\$7,000.00
PickleBall		\$400.00	\$0.00
Little Arrow Wrestling		\$1,000.00	\$1,300.00
Traveling Youth Basketball		\$3,000.00	\$6,000.00
JO Volleyball		\$5,500.00	\$3,000.00
Basketball Camp		\$0.00	\$500.00
Youth Football		\$3,417.00	\$3,500.00
Preschool Screening		\$6,609.00	\$5,900.00
After School Program		\$13,770.00	\$13,770.00
Summer Recreation Programs		\$7,443.00	\$7,443.00
Nonpublic Schools Textbooks		\$301.00	\$0.00
Community Education Programming		\$5,000.00	\$5,000.00
		\$106,791.00	\$121,166.00
FY25 Projected Original Revenue		\$131,279.00	
FY25 Projected Original Expenditures		(\$106,791.00)	
Total Projected Revenue over Expenditures		\$24,488.00	

FY 25 Original Budget				
Learning Readiness/Preschool				
		FY2025 Original	FY2024 Revised	Difference
		\$47,863.00	\$48,562.00	(\$699.00)
Aid		\$0.00	\$0.00	\$0.00
Voluntary Prekindergarten Funding		\$96,975.00	\$72,225.00	\$24,750.00
Tuition	(Parents, Pathways II, Special Needs)	\$144,838.00	\$120,787.00	\$24,051.00
Total Projected Revenue				
		\$145,626.00	\$167,760.00	(\$22,134.00)
Salaries and Benefits		\$0.00	\$3,000.00	(\$3,000.00)
Instructional Supplies		\$250.00	\$300.00	(\$50.00)
Postage		\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$500.00	(\$500.00)
General Supplies		\$0.00	\$0.00	\$0.00
Entry Fees Student Travel		\$0.00	\$150.00	(\$150.00)
Instructional Software License		\$75,000.00	\$0.00	\$75,000.00
Bussing		\$220,876.00	\$171,710.00	\$49,166.00
Total Projected Expenditures				
Projected Expenditures over Revenue		(\$76,038.00)	(\$50,923.00)	(\$25,115.00)
06.30.2023 Positive Fund Balance		\$106,638.00		
FY24 Projected Expenditures over Revenue		(\$50,923.00)		
06.30.2024 Projected Positive Fund Balance		\$55,715.00		
FY25 Projected Expenditures over Revenue		(\$76,038.00)		
06.30.2025 Projected Negative Fund Balance		(\$20,323.00)		

FY 25 Original Budget						
Early Childhood Family Education				FY2025 Orig	FY2024 Revised	Difference
				\$45,169.00	\$49,297.00	(\$4,128.00)
Levy				\$9,614.00	\$9,564.00	\$50.00
Aid				\$0.00	\$0.00	\$0.00
Tuition				\$0.00	\$0.00	\$0.00
Other				\$54,783.00	\$58,861.00	(\$4,078.00)
Total Projected Revenue						
				\$25,995.00	\$18,180.00	\$7,815.00
Salaries and Benefits				\$800.00	\$750.00	\$50.00
Postage				\$21,000.00	\$21,000.00	\$0.00
Instructional Supplies				\$750.00	\$750.00	\$0.00
Entry Fees				\$600.00	\$600.00	\$0.00
Transportation				\$49,145.00	\$41,280.00	\$7,865.00
Total Projected Expenditures						
Projected Revenue Over Expenditures				\$5,638.00	\$17,581.00	(\$11,943.00)
06.30.2023 Positive Fund Balance				\$288,424.00		
FY24 Projected Revenue over Expenses				\$17,581.00		
Projected 06.30.2024 Positive Fund Balance				\$306,005.00		
FY25 Projected Revenue over Expenditures				\$5,638.00		
06.30.2025 Projected Positive Fund Balance				\$311,643.00		

Independent School District #2689			
FY25 Budget			
Building Construction Fund			
Projected 6.30.2024 Fund Balance			\$2,841,554.00
FY25 Interest Income			\$132,000.00
Resurfacing of Track			(\$75,000.00)
Roof Replacement			(\$100,000.00)
Projected 6.30.2025 Fund Balance			\$2,798,554.00

Independent School District #2689			
FY2025 Original Debt Service Fund Revenue and Expenditures			
FY2025 Debt Service Fund Revenue			\$2,244,461.00
FY2025 Debt Service Fund Expenditures			(\$2,192,952.00)
Difference			\$51,509.00

Independent School District #2689					
FY2025 Original Debt Service Fund Revenue					
			25 Orig Budget	24 RVSD Budget	Difference
Levy			\$1,140,196.00	\$915,596.00	\$224,600.00
Interest Income			\$16,320.00	\$8,577.00	\$7,743.00
Disparity Reduction			\$38,000.00	\$37,000.00	\$1,000.00
Homestead/Ag Mkt Value Credit			\$25,000.00	\$30,000.00	(\$5,000.00)
Other Property Tax Credit			\$1,024,945.00	\$847,696.00	\$177,249.00
Total Debt Service Fund Revenue			\$2,244,461.00	\$1,838,869.00	\$405,592.00

Independent School District #2689					
FY2025 Original Debt Service Fund Expenditures					
		Code	25 Orig Budget	24 RVSD Budget	Difference
Bond Redemption		710	\$1,165,000.00	\$940,000.00	\$225,000.00
Bond Interest		720	\$1,027,952.00	\$891,850.00	\$136,102.00
Total Expenditures			\$2,192,952.00	\$1,831,850.00	\$361,102.00

Fast Track Request Form

The following Fast Track Request Form is based on the SPP Tariff Attachment V, Generator Interconnection Procedures, under Section 14 Fast Track Process. It is the responsibility of the Interconnection Customer to be familiar with that section of the SPP Tariff and its requirements. Fast Track Eligibility does not constitute Fast Track Acceptance. Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection that are vetted through a Screening process with the Transmission Owner and possible, additional Supplement analysis. If the Fast Track request passes Screening and any Supplemental analysis, SPP will coordinate the Generation Interconnection Agreement process between parties. An incomplete Fast Track Request Form will be rejected.

Interconnection Customer will provide a completed SPP Tariff Attachment A to Appendix 3 Form along with this Fast Track Request Form and associated documents. An incomplete Fast Track Request Application will be rejected.

Interconnection Customer Contact Information

Name: Dr. Klint Willert
Title: Superintendent
Company Name: Pipestone Area Schools
Project Name: PAS Solar
Address: 1401 7th Street SW
Address: _____
City: Pipestone State: MN ZIP: 56164
Phone: (507) 562-6068
Email Address: klint.willert@pas.k12.mn.us
Is there an RMS Ticket Associated With This Request, if so, the RMS # is: 97068 & 103174

Transmission Owner and Point of Interconnection

Name of Transmission Owner of the Point of Interconnection: L&O Power Cooperative
Transmission Owner Point of Contact (Name and email address): Troy Metzger , troy.metzger@dgr.com
Name and Bus Number of Point of Interconnection: PIPESTON-LO869.000 659731
Geographic coordinates of the proposed Point of Interconnection:
Latitude: 43 degrees, 59 minutes, 2.88 seconds (North)
Longitude: 96 degrees, 20 minutes, 25.20 seconds (West)

Project and Interconnection Information

Project or Line Voltage utilized at the Point of Interconnection? 7.2 kV

GEN Type of Interconnection (chose one):

Synchronous _____

Induction _____

Certified Inverter Based X

If the GEN Type is Certified Inverter Based, does it meet any of the following Fast Track Eligibility criteria per the Inverter Based Table below? Yes X or No _____

<u>Fast Track Eligibility for Inverter-Based Systems</u>		
<u>Phase to Phase Line Voltage</u>	<u>Fast Track Eligibility Regardless of Location</u>	<u>Fast Track Eligibility on a Mainline¹ and <2.5 Electrical Circuit Miles from Substation²</u>
		<u><5 kV</u>
<u>> 5 kV and < 15 kV</u>	<u>< 2 MW</u>	<u>< 3 MW</u>
<u>> 15 kV and < 30 kV</u>	<u>< 3 MW</u>	<u>< 4 MW</u>
<u>> 30kVand<69kV</u>	<u>< 4 MW</u>	<u>< 5 MW</u>

¹ For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

²An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to Section 2.2.

Demonstration of Certification, Safety and Operation

The Interconnection Customer must demonstrate Certification Requirements per Appendix 9 and Appendix 10 of the SPP Tariff Attachment V, Generator Interconnection Procedures (GIP), or show reasonable evidence the Transmission Owner has conducted a design and testing analysis deeming the project safe and operable:

Demonstration of Certification per Appendix 9 to GIP Form – provide no less than one of the standards and compliance documentation as referenced in Appendix 9 to GIP Form (must be included with this request).

And

Demonstration of Certification of Small Generator Equipment Packages per Appendix 10 to GIP Form – provide any associated standards or compliance document as required in Appendix 10 to GIP Form (must be included with this request).

Or Provide

Demonstration that the Transmission Owner has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate (must be included with this request).

Fast Track Eligibility Review Fee* – \$1,000

Per Section 14.2 Initial Review of the Fast Track Process, the Interconnection Customer will provide a Fast Track Eligibility Review Fee of \$1,000.00. Upon application and submission of a Fast Track request the Interconnection *Customer acknowledges that additional study costs, per Section 14.2.1.11, may arise pursuant to analysis associated with the Transmission Provider or the Transmission Owner screening process or any supplemental analysis.

\$1,000.00 Payment is provided in the form of: ACH / Wire X

Attachment A to Appendix 3

INTERCONNECTION REQUEST

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with the Transmission System pursuant to the Tariff.

2. This Interconnection Request is for (check one):

A proposed new Generating Facility.

An increase in the generating capacity or a Material Modification of an Existing Generating Facility.

Replacement of Existing Generating Facility with no increase in capacity

3. The type of interconnection service requested (check one):

Energy Resource Interconnection Service

Network Resource Interconnection Service

4. All requests for Network Resource Interconnection Service are also studied for Energy Resource Interconnection Service.

5. The Interconnection Customer provides the following information:

a. Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an Existing Generating Facility, the name and specific location of the Existing Generating Facility:

1401 7th Street SW, Pipestone, MN 56164

Geographic coordinates of the proposed new or Existing Generating Facility site:

Latitude: 43 degrees, 59 minutes, 2.88 seconds (North)

Longitude: 96 degrees, 20 minutes, 25.20 seconds (West);

b. Maximum electrical output of the proposed new Generating Facility or the amount of increase in the generating capacity of an Existing Generating Facility;

Maximum summer electrical output or increase of 0.02 megawatts at 41 degrees C

Maximum winter electrical output or increase of 0.02 megawatts at -35 degrees C

- c. A description of the equipment configuration (i.e. Number of generators/inverters and number of Intermediate Step-up transformers) for the entire Generating Facility. **Two parallel arrays that include (26) 410 W panels and (1) inverter each. To tie to the SVE distribution circuit, there is a main breaker, disconnect, meter, and step-up transformer.**
- d. Preliminary one-line diagram of the Generating Facility that includes:
- Breaker layout, bus configuration (if available) and number of generators
 - Zero impedance lines (if applicable)
 - Distance from the collector substation to the POI in miles and the line impedance;
- e. Collector System Feeder Spreadsheet and Layout Diagrams; **NA**
- f. PSS/E User Defined Model files (.dll, .lib, .obj), documentation (generator model, power plant controller, etc.), and stability model files (.dyr, generator model, power plant controller, etc.);
- g. Commercial Operation Date (month/day/year); 11 / 01 / 2024 ;
- h. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person in Item 9 below;
- i. Location of the proposed Point of Interconnection including the substation name or the name of the line to be tapped (including the voltage), the estimated distance from the substation endpoints of a line tap, address, and GPS coordinates.

POI substation name: Pipestone Sub

If a line tap, POI line name: Feeder #7 (endpoint 1) to _____ (endpoint 2)

POI Distance from endpoint 1: 3.7 miles (distance from Pipestone Sub to PAS POI on Feeder #7)

POI Distance from endpoint2: _____ miles

POI voltage: 7.2 kV

Address or location of the Point of Interconnection:

1401 7th Street SW, Pipestone, MN 56164

Geographic coordinates of the proposed Point of Interconnection:

Latitude: 43 degrees, 59 minutes, 2.88 seconds (North)

Longitude: 96 degrees, 20 minutes, 25.20 seconds (West);

- j. Geographical map showing the approximate location of the proposed Point of Interconnection and the location of the Generating Facility;
- k. Generating Facility Data (set forth in Attachment B to this Appendix 3);
- l. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity); **NA**
- m. Fuel type(s) included in this project configuration:
 - Battery/Storage
 - Hybrid
 - Hydro
 - Nuclear
 - Solar
 - Thermal
 - Wind
 - Other: _____

Describe the prime mover (Combined Cycle Comb. Turbine, Combined Cycle Steam, Gas Turbine, Internal Combustion Engine, Steam Turbine, etc.):

PV Solar array

- n. Primary frequency response operating range for electric storage resources; **NA**
- o. If Interconnection Facilities will be shared, the project number of other Existing Generating Facilities or Interconnection Requests with which Interconnection Facilities will be shared shall be listed below. If no project number is available, state the name of the Interconnection Customer and describe the applicable Generating Facilities below.

NA

- p. For request for Generating Facility Replacement, the planned or actual date of cessation of operation of the Existing Generating Facility: (month/day/year) _____/_____/_____. **NA**

6. Applicable deposit amount and application fee as specified in the GIP.

7. Evidence of Site Control as specified in Section 8.2 the GIP:

Site Control for the Generating Facility and one of the following:

Site Control for at least fifty percent (50%) of the Generating Facility's high voltage tie line to Point of Interconnection; **OR**

_____ Additional financial security in the amount of \$80,000 per line right-of-way mile.

8. This Interconnection Request shall be submitted electronically, in the manner specified in Section 1 of the “Generator Interconnection Business Guide and Practice” manual posted on the Transmission Provider’s Generator Interconnection Study posting page on OASIS.

9. Representative of Interconnection Customer to contact (including e-mail address):

Name of Contact Person: Chris Graff with Sioux Valley Energy

Mailing Address: PO Box 216

City, State, Zip Colman, SD 57017

Telephone: 605-256-3171

E-mail address: chris.graff@siouxvalleyenergy.com

10. This Interconnection Request is submitted by:

Name of Interconnection Customer (Company): Pipestone Area Schools

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

APPENDIX 9 TO GIP

CERTIFICATION CODES AND STANDARDS

Certification and interconnection of Interconnection Customer's facilities with Transmission Owner's facilities shall be governed by all applicable local, state and federal statutes and regulations. In addition, Interconnection Customer's facilities shall be installed in accordance with all provisions set forth in Transmission Owner's Facility Connection Standard, Transmission Owner Service Standard and the National Electrical Safety Code (ANSI C2), National Electrical Code (NFPA 70), North American Electric Reliability Council (NERC), Regional Reliability Councils, American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), or other regulatory or governing body having jurisdiction. Connection of Interconnection Customer's facilities with Transmission Owner's facilities shall further be governed by any applicable statute, rule, order, provision, guide, or code of an organization, council, institute, regulatory or governing body having jurisdiction over such matters.

A sample list of such requirements is shown below (Note this list is not all-inclusive and the entities responsible for these requirements may update them at any time. The current versions shall be applicable.):

IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

APPENDIX 10 TO GIP

CERTIFICATION OF SMALL GENERATOR EQUIPMENT PACKAGES

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in GIP Appendix 9, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by the utility.
- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these GIP shall be considered certified under these procedures for use in that state.



L & O Power Cooperative

Rock Rapids, Iowa
712-472-2556

www.landopowercoop.com

A Touchstone Energy
Cooperative 
The power of human connections

EDUCATIONAL ELECTRIFICATION PROJECT GRANT APPLICATION	
L&O Distribution Member Cooperative	Sioux Valley Energy
Name of Project Owner	Pipestone Area Schools
Project Name	PAS Solar
Summarize your Educational Implementation Plan, Project Schedule, and Benefits to the Cooperative	SVE and PAS plan to partner to provide educational opportunities to students using the solar array that will be located at PAS. The project is scheduled to be constructed in the fall of 2024. The cooperative will benefit from a supply of renewable energy to the grid.
Estimated Cost of Overall Project (\$)	\$260,000.00
Other Funding Resource(s) & Amount(s) (\$)	Click or tap here to enter text.
Self-Funding Amount (\$)	\$0
Requested L&O Grant Amount (\$)	\$260,000.00
Location of Proposed Project (provide description here and attach map or Google Earth .kmz file)	Pipestone Area Public Schools 1401 7th St SW, Pipestone, MN 56164
Project Type	<input checked="" type="checkbox"/> Generation
	<input type="checkbox"/> Transmission
	<input type="checkbox"/> Distribution

Complete the Project Details for the Applicable Project Type

• **GENERATION**

Generator Facility Type	<input type="checkbox"/> Wind Turbine
	<input checked="" type="checkbox"/> Solar Farm or Array
	<input type="checkbox"/> Other: Click or tap here to enter text.
Maximum Electrical Output (in kW)	20
Commercial Operation Date (month/day/year)	11/1/2023

• **TRANSMISSION**

Proposed Line Length (in miles)	NA
Proposed Interconnection Location (show on location map)	Click or tap here to enter text.
Line Voltage (in kV)	Click or tap here to enter text.
Maximum Electrical Capacity (in Amps)	Click or tap here to enter text.
Commercial Operation Date (month/day/year)	Click or tap here to enter text.

• **DISTRIBUTION**

Proposed Line Length (in miles)	NA
Proposed Interconnection Location (show on location map)	Click or tap here to enter text.
Line Voltage (in kV)	Click or tap here to enter text.
Maximum Electrical Capacity (in Amps)	Click or tap here to enter text.
Commercial Operation Date (month/day/year)	Click or tap here to enter text.

Miscellaneous Comments	See the associated Memorandum of Understanding (PAS Distributed Renewable Energy Facilities) for this project.
-------------------------------	--

By: Pipestone Area Schools	
<i>(Signature)</i>	<i>(Date)</i>
By: Sioux Valley Energy	
<i>(Signature)</i>	<i>(Date)</i>
L&O Comments/Conditions:	
Approved By: Curt Dieren, Manager	
<i>(Signature)</i>	<i>(Date)</i>

PAS Solar

Ben Pierson, BSEE, MBA, PE

Manager of Beneficial Electrification



Renewable History

- 750 kW Wind Turbine
- Interconnection Agreement

L&O Grant Program

- 20 kW Solar Array
 - Large enough to meet interconnection requirement
 - Small enough that it doesn't take up much space

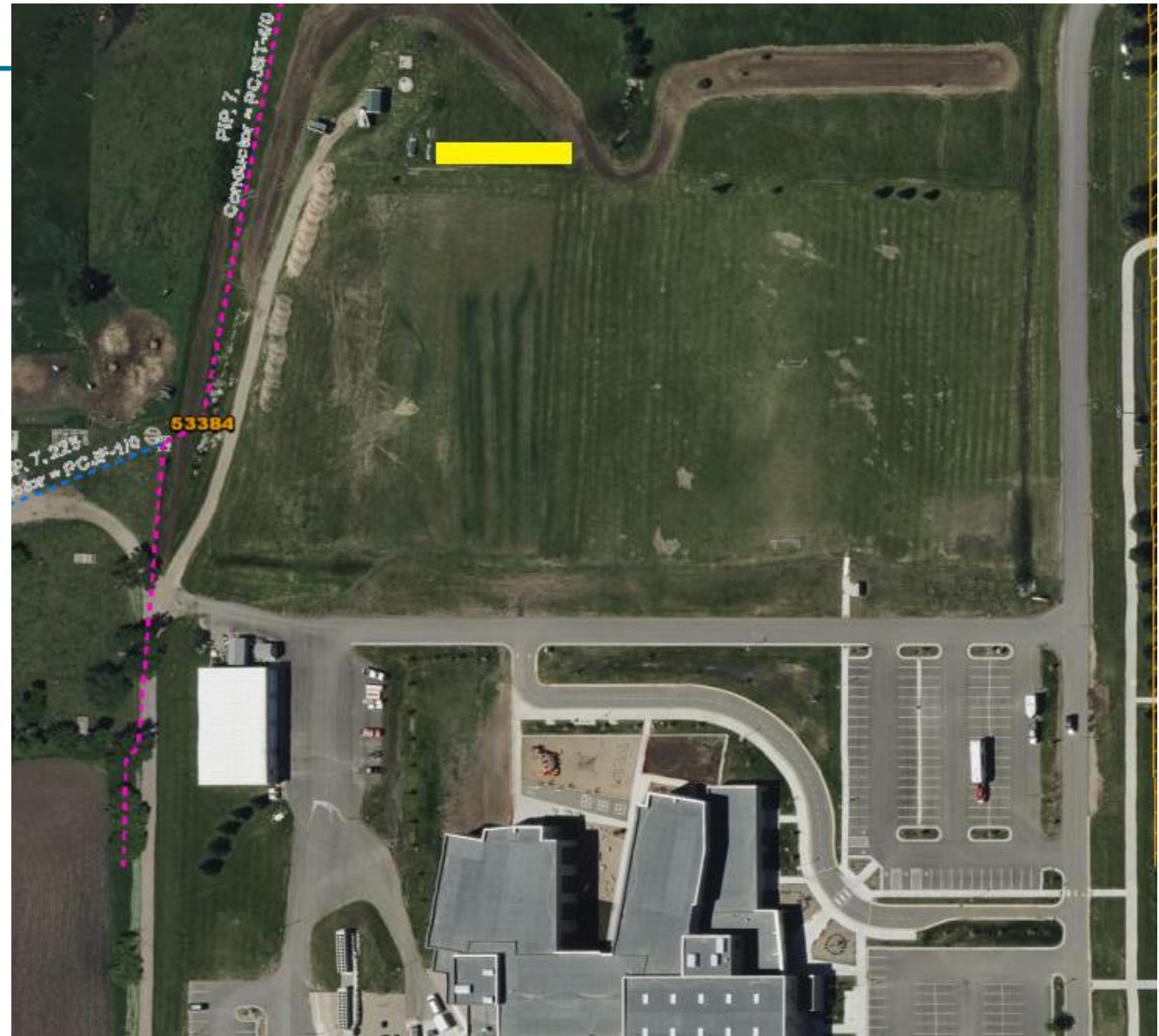
L&O Grant Program – Initial Costs Covered

- 100% of Material and Labor (Midwest Solar)
- 100% of Service Cost (SVE)
- 100% of Landscaping (Pater Landscaping)
- 100% of Fencing (Contractor TBD)

L&O Grant Program – Ongoing Costs Covered

- Inflation assumed on all ongoing costs
- 100% of Maintenance costs paid upfront
 - SVE to assist with any maintenance issues
- 100% of Insurance costs paid upfront (\$200/yr)
- 100% of Cellular Monitoring paid upfront (\$100/yr)
- 100% of Monthly SVE Facility Charge paid upfront (\$65/mo)
- End of life
 - Will last approximately 20 years, SVE is responsible for removal.

Solar Footprint



Solar Footprint

- 50 kW example



PAS Benefits

- PAS receives reimbursement from production (\$0.037/kWh, Large Power Rate)
- \$100/Month average from kWh production
 - Basin pays “avoided cost” rate monthly – Currently \$0.0137/kWh
 - L&O will reimburse difference up front to get to Large Power Rate, taking rate increases into account
- Educational opportunity
 - SVE will assist with education surrounding Solar/Renewable Energy
- SVE Partnership
 - Construction
 - Maintenance
 - Future needs

PAS Solar – Next Steps

- Feedback
- Agreement presented
- Board approval
- Construction
 - Potentially start in late July, early August
 - Needs to be operational by end of 2024

Questions?

Thank you!

Ben.Pierson@SiouxValleyEnergy.com

605-256-1652

MEMORANDUM OF UNDERSTANDING
PAS Distributed Renewable Energy Facilities

This Memorandum of Understanding (MOU) documents the response to the PAS (Pipestone Area Schools) application to Sioux Valley Energy (SVE), L&O Power Cooperative (L&O), and Basin Electric Power Cooperative (Basin) [collectively the Cooperatives] for conversion of a portion of the legacy PAS Wind turbine power and its approved and associated Generation Interconnection to new Photovoltaic (PV or Solar) based generation facility that will provide educational benefit to PAS District students. For reference, see the MOU dated December 30, 2022, and the reference application for Solar Interconnection.

1.) **PROJECT SCOPE:**

- a. Solar Generation: New 20 kW (AC) solar PV array owned by PAS.
- b. Site: On the PAS campus, in unused green space near the entrance road, or in the general area where the decommissioned wind turbine was installed.
- c. Delivery Point: SVE side of the transformer, located at the Site.
- d. Energy: The electrical energy, in kilowatt hours (kWh) from the Solar Generation as metered, sold and delivered to the Delivery Point.
- e. Green Tag: A green tag is all the environmental attributes generally perceive and associated with the generation and delivery to the Delivery Point of one kWh of Energy from the Solar Generation and shall include any and all reporting rights for any renewable energy disclosure regulations, renewable portfolio standards related to renewable energy, and any other benefits associate with energy generated by the Solar Generation. Green Tags do not include the Federal or State income tax credits for renewable energy.
- f. Project Term: 20 years, starting from the date of commercial operation and energy production of the Solar Generation. Commercial operation is anticipated to be November 1, 2024 and will be no later than December 15, 2024.
- g. Grant Amount: the approved estimated project costs or actual costs, whichever is lower.

2.) **PRICE:**

- a. Energy and Green Tags: The price for the Energy and associated Green Tags (if applicable) shall be according to the Basin Electric and L&O published PURPA or other applicable rate schedules as updated periodically. In 2024, this is \$0.0137 per kWh for all energy (in kWh) delivered at the Delivery Point. The Cooperatives have the right to the associated Green Tags and may elect to utilize them as applicable.
- b. Educational Assistance Grant: SVE, on behalf of PAS, has submitted a grant application for L&O's Educational Assistance Grant program and L&O has approved an amount up to \$260,000.00 for the development of PAS Solar Generation. This grant amount will cover the following items:
 - i. Actual project costs of \$130,000.00 that includes the installation labor, materials, landscaping, fencing, SVE service interconnection, and metering.

- ii. Initial SPP and Transmission Owner interconnection study costs of \$50,000.00. SVE will act as the agent for PAS for applicable studies and related matters.
- iii. Annual maintenance, insurance, communications, SVE facility charges, premium power costs to equalize to estimated retail energy, and other related operational and maintenance costs of \$3,000.00 (total present value of these costs is \$80,000.00).
- iv. Removal is the responsibility of SVE at the end of the term and at the direction of PAS.

3.) **PAYMENT:**

- a. Energy & Green Tags: L&O will pay SVE and SVE will pay PAS for the Energy and associated Green Tags in the form of a credit on the energy portion of the power bill from L&O to SVE. Payment will be in the month immediately following the last day of the month in which the Energy was delivered. L&O, SVE, and PAS shall have one (1) year after any payment to review or challenge the correctness of the meter reading or payment.
- b. Educational Assistance Grant:
 - i. L&O will pay SVE the following amounts at the following intervals:
 1. 50% of the grant amount after initial approval by L&O and after the Basin Electric Power Cooperative (Basin) and Southwest Power Pool (SPP) and Transmission Owner interconnection studies and rate package approvals are received.
 2. 35% of the grant amount when construction of the solar Generation commences.
 3. 15% of the grant amount after the date the Solar Generation starts delivering energy to SVE.
 - ii. SVE will pay PAS as the project incurs actual costs less the items where SVE will be bearing the costs (metering and removals).
- c. It is understood that there are necessary steps to get interconnection studies and rate package approvals on this generation interconnection. If either of these are not approved, then the MOU will cease at this point and the incurred costs will be reimbursed by L&O.

4.) **ENERGY PURCHASE CONDITIONS:**

- a. The energy generated by the Solar Generation may not be used to reduce SVE's power purchase from L&O.
- b. The Delivery point for this resource will continue to be treated as a Delivery point by Basin to L&O and L&O to the SVE system.
- c. An Interconnection Agreement between the PAS and SVE must be in place and maintained during the term of this Agreement. This will provide for disconnection and Safety provisions associated with these facilities.
- d. SVE and/or PAS must obtain approval for interconnection to the regional electrical grid from the SPP and any other governmental or regulatory requirements for the Solar Generation. PAS will pay

for the applicable SPP interconnection and Transmission Owner study costs and submit the approval documents to SPP via their RMS system on PAS's behalf. PAS, SVE, and L&O will use a good faith effort to obtain the necessary SPP approvals, but the successful attainment of those approvals is not guaranteed.

- e. The maximum generation delivered to the Delivery Point may not exceed the Solar Generation rating approved by SPP.

5.) **METERING:**

- a. SVE shall be responsible for all metering costs. The meter shall adhere to Western Area Power Administration's (WAPA) metering requirements and shall be electronically readable by designated outside parties. The meter shall be capable of providing 30-minute time registration demand and energy readings. Meters shall not permit reduction of measured power delivered to SVE by L&O.

6.) **MAINTENANCE:**

- a. SVE will provide the annual maintenance inspection of the Solar Generation. Maintenance costs will be paid for by PAS.

Accepted and Agreed to:

Pipestone Area School District

By: _____
Klint Willert, Superintendent

Date: _____

L&O Power Cooperative

By: _____
Curt Dieren, Manager

Date: _____

Sioux Valley Energy

By: _____
Tim McCarthy, General Manager/CEO

Date: _____