Cloquet Public Schools
Regular Meeting

Monday, August 10, 2026 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm ***Working Session***

6:00 pm ***Regular Meeting***

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1. Negotiations Update
2. Permanent School Fund
3. 2026-27 School and District Goals
4. Op Ed Letter
XII. **Consider Moving to Closed Session Pursuant to Minnesota Statute Section 13D.05, Subdivision 3, For The Annual Review of Superintendent, Dr. Michael Cary**
XIII. **For Your Information**
1. Job Postings for Existing Positions
a. 1.0 FTE Long Term Substitute Special Education Teacher at NLA 434
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4. Cloquet Community Education Launches New "Start Strong Kinder Ready Resource" Page on the Website (https://isd94.arux.app/)
XIV. **Upcoming Meetings/Events**
1. Monday, August 24, 2026 - School Board Meeting - Boardroom
5:30 p.m. Working Session, 6:00 p.m. Regular Meeting
XV. **Adjournment**

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IX. **Agenda Addendums**

X. **Action Items**

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2. Permanent School Fund
3. 2026-27 School and District Goals
4. Op Ed Letter

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July 13, 2026
Board Chair, L. Butler called the working session to order at 5:30 p.m.
Topics discussed:
Dr. Cary reviewed the agenda. He gave an update on negotiations, CAAEP/NLA move, Palmer Bus transition and MnMTSS contract. There being nothing further to discuss, Board Chair, L. Butler adjourned the meeting at 5:54 p.m.

July 13, 2026
The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on July 13, 2026, was called to order by Board Chair L. Butler at 6:00 p.m.

Roll Call – The following members were present on roll call:

- Dave Battaglia
- LeAnn Butler
- Nichole Diver
- Gary Huard
- Melissa Juntunen

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to Superintendent
- Dawn Hultgren, Business Manager
- Brock Wilton, Building and Grounds Director
- Steve Battaglia, CHS/CAAEP Principal
- Paul Riess, Activities Director
- Teresa Angell, AIE Director
- Bill Bauer, Technology Support Specialist
- Kevin Huseth, EM-C Teacher Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.
- Jana Peterson, Pine Knot Newspaper Rep.

Building principals, teacher representatives, AIE Director, Community Education Director, District Facilities & Grounds Director will be excused from attending Board meetings until further notice.

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve the amended July 13, 2026, Regular Meeting Agenda correcting action item 1 to reflect 2026-2028 contract dates. D. Battaglia seconded the amended motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by N. Diver to approve the June 22, 2026, Regular Meeting Minutes, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- Public comment was taken.
- Department reports were reviewed.

CONSIDER APPROVAL OF CLAIMS

- RESOLVED by D. Battaglia to approve Claims: June 22 & 24, July 8, 2026, Treasurer's Reports: January, February, March, April and May 2026, Investment Reports: January, February, March, April and May 2026, Wire Transfers: June 29, 2026, as presented. N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

CONSENT ITEMS

- RESOLVED by L. Butler to approve the Consent Items, as presented.
  1. ***Retirements***
  a. Susan Langley, 3 hrs./day Food Service Worker, effective July 9, 2026
  2. ***Resignations***
  a. Nicole Vegar, 1.0 FTE Middle School Teacher, effective August 10, 2026
  b. Emily Brown, 1.0 FTE Special Education Teacher at NLA, effective 2026-27 SY (pending hire at CAAEP)
  3. ***Recommendations of Employment:***

	NAME	POSITION/LOCATION	SALARY**	START DATE
a.	Emily Brown	1.0 FTE Special Education Teacher at CAAEP	MA +10 Step 10	8/31/26
b.	Joshua Belden	1.0 FTE Special Education DCD S/P Teacher at CHS	BA Step 3	8/24/26

c.	Francesca Shevich	6.75 hrs./day Paraprofessional at NLA	Step 1	8/31/26

4. Extra Services Contracts

a. Additional Football Coaches (see attached)

b.	Joseph Hedman	Type III Coordinator	$500.00
c.	Joseph Hedman	Type III Vehicle Maintenance Coordinator	$500.00

5. Permission to Post

a. 1.0 FTE Elementary Ojibwe Language Teacher

b. 0.1 FTE Intervention Support Coach

- D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

AGENDA ADDENDUMS

- None

ACTION ITEMS

- RESOLVED by G. Huard approve 2026-2028 Paraprofessional, AIE Staff, COTAs, Nurses and START drivers (PAC) Contract, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by G. Huard to approve the request to negotiate with Beth Nelson, Print Shop Operator, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the request to negotiate with Superintendent Dr. Michael Cary, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the 2026-2027 Cloquet Middle School Handbook, as presented. G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by L. Butler to approve the MnMTSS support consultant agreement, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by G. Huard to approve the 2026-2027 Lake and Pines working agreement, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the 2026-2027 designation of an official newspaper to the Pine Knot, as presented. G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the 2026-2027 school board committee representation, as presented. G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the 2026-2027 school board adopted schools, as presented. N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by L. Butler to approve the annual updates to policy #533 District Wellness Policy as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by G. Huard to approve the resolution non-renewing the head softball coach, Tyler Korby, as presented. N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SUPERINTENDENT REPORT

- Dr. Cary covered all items in the working session.

FOR YOUR INFORMATION

- Internal Transfer of a 1.0 FTE Special Education Teacher at Cloquet High School to 1.0 FTE Work-Based Learning Coordinator at NLSEC (Lance Horvat)
- Internal Transfer of a 1.0 FTE 4th Grade Teacher at Washington to 1.0 FTE 5th Grade Teacher at Cloquet Middle School (Jenn Mangan)
- Postings for Existing Positions

- 1.0 FTE 4th Grade Teacher at Washington
- 1.0 FTE DCD/SP Special Education Teacher at CHS
- 6.75 hrs./day School Nurse at Cloquet High School
- 3 hrs./day Food Service Staff at Churchill

- Policies with Technical Updates - No Board Action Needed
  - Policies updated: 211, 404, 405, 406, 418, 420, 427, 520, 618, 619, and 620

UPCOMING MEETINGS/EVENTS

- Monday, August 10, 2026 – School Board Meeting – Boardroom – 5:30 p.m. Working Session/6 p.m. Regular Meeting

ADJOURNMENT

There being nothing further to discuss, Board Chair L. Butler adjourned the meeting at 6:36 p.m.

ATTEST:

_____
Clerk of the School Board

_____
Chair of the School Board

Building & Grounds Department Report 8.10.2026

Building and Grounds

1. CHS – Active Projects
    - CHS – CAAEP Buildouts – Majority of Work is Complete.
        - Teachers have started setting up classrooms.
        - Exterior Signage to be completed in August.
    - CHS – Transformer Replacement & Switchgear – Estimated Completion is late August 2026
    - CHS – Miscellaneous Small Projects

2. CMS – Active Projects
    - CMS – Gym Floor Replacement - Estimated Completion is August 2026
        - CMS Gym will be closed all of July & Early August
    - CMS – Miscellaneous Small Projects

3. Washington – Active Projects
    - Washington – Water Line Replacement Project - Estimated Completion is August 2026
    - Washington – Door 2 & 3 Stair Replacements - Estimated Completion is Early August 2026
    - Washington – Miscellaneous Small Projects

4. Garfield – Active Projects
    - Garfield – NLA Playground – Estimated Completion is November 2026
    - Garfield – Miscellaneous Small Projects

5. Churchill – Active Projects
    - Churchill – Miscellaneous Small Projects

6. District – Active Projects
    - District – Miscellaneous Small Projects

We are continuing to assist the CAAEP Program with the relocation to the Cloquet Senior High School and prep schools for the upcoming school year.

Submitted by Brock Wilton, Building and Grounds Director

District # 0094

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/15/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111277	30937	Check	1	10159		ADVANCED SERVICES, INC	Yes	No	No	07/15/2026	80.00
		111289	30938	Check	1	11802		APPLE FINANCIAL SERVICES	Yes	No	No	07/15/2026	75,496.74
		111276	30939	Check	1	02766		ARCC	Yes	No	No	07/15/2026	100.00
		111304	30940	Check	1	7378		BSN SPORTS LLC	Yes	No	No	07/15/2026	23,722.48
		111278	30941	Check	1	10401		CITY OF CLOQUET	Yes	No	No	07/15/2026	1,006.25
		111284	30942	Check	1	11006		CLOQUET SANITARY	Yes	No	No	07/15/2026	7,286.64
		111294	30943	Check	1	3116		CONTINENTAL CLAY CO	Yes	No	No	07/15/2026	16.60
		111308	30944	Check	1	8653		EVERGREEN LAWN SERVICE	Yes	No	No	07/15/2026	1,205.08
		111290	30945	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	07/15/2026	439.90
		111286	30946	Check	1	11320		H21 GROUP	Yes	No	No	07/15/2026	11,805.79
		111285	30947	Check	1	11309		IMPERIALDADE	Yes	No	No	07/15/2026	298.00
		111309	30948	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	07/15/2026	6,427.90
		111292	30949	Check	1	2526		ISD #0094 - VAN	Yes	No	No	07/15/2026	189.24
		111298	30950	Check	1	4415		LAKE SUPERIOR ZOO	Yes	No	No	07/15/2026	516.20
		111295	30951	Check	1	3602		LINDE GAS & EQUIPMENT INC	Yes	No	No	07/15/2026	291.51
		111293	30952	Check	1	2692		MASSP	Yes	No	No	07/15/2026	195.00
		111279	30953	Check	1	10492		MATHY CONSTRUCTION COMPANY	Yes	No	No	07/15/2026	4,670.00
		111303	30954	Check	1	5736		MEDICAREBLUE RX	Yes	No	No	07/15/2026	495.50
		111302	30955	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	07/15/2026	219.66
		111296	30956	Check	1	36651		MINNESOTA POWER	Yes	No	No	07/15/2026	25,827.13
		111280	30957	Check	1	10756		MN STATE HIGH SCHOOL MATH LEA	Yes	No	No	07/15/2026	700.00
		111297	30958	Check	1	38810		NASSP	Yes	No	No	07/15/2026	385.00
		111282	30959	Check	1	10778		PER MAR SECURITY SERVICES	Yes	No	No	07/15/2026	314.97
		111300	30960	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	07/15/2026	2,004.25
		111299	30961	Check	1	47100		RIDDELL/ALL AMERICAN SPORTS CC	Yes	No	No	07/15/2026	8,550.05
		111283	30962	Check	1	10952		RW FERN ASSOCIATES INC	Yes	No	No	07/15/2026	9,845.00
		111291	30963	Check	1	2300		SHI INTERNATIONAL CORP	Yes	No	No	07/15/2026	33,855.00
		111287	30964	Check	1	11491		SOUTHWEST METRO DEAN LAKES E	Yes	No	No	07/15/2026	9,728.80
		111307	30965	Check	1	8631		SQUIRES, WALDSPURGER & MACE I	Yes	No	No	07/15/2026	609.00
		111305	30966	Check	1	8275		SWEETWATER	Yes	No	No	07/15/2026	8,621.02
		111306	30967	Check	1	8357		UNITED STATES TREASURY	Yes	No	No	07/15/2026	2,800.29
		111301	30968	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	07/15/2026	1,206.38
		111288	30969	Check	1	11786		WEST MICHIGAN BAND	Yes	No	No	07/15/2026	4,400.00
		111281	30970	Check	1	10763		WIDDES TRAILER SALES	Yes	No	No	07/15/2026	251.20
								Bank Total: 2					$243,560.58
								Report Total:					$243,560.58

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	$192.35
Report Total		**$192.35**

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/21/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111310	30971	Check	1	11803		TIBBETTS ALLIE	Yes	No	No	07/21/2026	192.35
								Bank Total: 2					$192.35
								Report Total:					$192.35

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	$233,573.16
02	Food Services	$25,929.24
04	Community Services	$9,503.19
05	Capital Expenditure	$8,976.71
06	Building Construction	$232,097.05
12	Activities	$7,447.70
Report Total		**$517,527.05**

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 8/6/2026-8/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111399	31027	Check	1	11593		218 DANCE PROJECT	Yes	No	No	08/06/2026	170.00
		111378	31028	Check	1	00400		ACTIVITY FUND-SENIOR HIGH	Yes	No	No	08/06/2026	170.00
		111430	31029	Check	1	6134		AT&T MOBILITY	Yes	No	No	08/06/2026	185.33
		111432	31030	Check	1	6347		AVIBEN	Yes	No	No	08/06/2026	291.91
		111380	31031	Check	1	10294		BENSON ELECTRIC COMPANY	Yes	No	No	08/06/2026	7,900.90
		111404	31032	Check	1	11669		BIX PRODUCE	Yes	No	No	08/06/2026	2,502.03
		111392	31033	Check	1	11231		BP BUILDERS	Yes	No	No	08/06/2026	232,097.05
		111434	31034	Check	1	7378		BSN SPORTS LLC	Yes	No	No	08/06/2026	8,686.82
		111440	31035	Check	1	9452		CARY, MICHAEL	Yes	No	No	08/06/2026	240.16
		111411	31036	Check	1	1549		CENGAGE LEARNING INC	Yes	No	No	08/06/2026	8,932.00
		111426	31037	Check	1	55545		CINTAS CORPORATION LOCATION 2	Yes	No	No	08/06/2026	356.10
		111387	31038	Check	1	11006		CLOQUET SANITARY	Yes	No	No	08/06/2026	9,362.18
		111398	31039	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	08/06/2026	1,008.00
		111402	31040	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	08/06/2026	2,144.00
		111394	31041	Check	1	11319		CONTRACT TILE AND CARPET LLC	Yes	No	No	08/06/2026	854.00
		111390	31042	Check	1	11081		DONALD HOLM CONSTRUCTION CO	Yes	No	No	08/06/2026	53,071.43
		111435	31043	Check	1	8229		ESSE, DAVID	Yes	No	No	08/06/2026	478.50
		111407	31044	Check	1	11811		FEDEX FREIGHT	Yes	No	No	08/06/2026	97.00
		111405	31045	Check	1	11806		FISHER EMILY	Yes	No	No	08/06/2026	123.07
		111409	31046	Check	1	1362		GOODIN CO	Yes	No	No	08/06/2026	321.91
		111408	31047	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	08/06/2026	2,654.16
		111395	31048	Check	1	11320		H21 GROUP	Yes	No	No	08/06/2026	2,659.99
		111428	31049	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	08/06/2026	2,325.25
		111438	31050	Check	1	9133		IMPACT SPORTS TRAINING	Yes	No	No	08/06/2026	10,000.00
		111414	31051	Check	1	25420		ISD #0095 CROMWELL	Yes	No	No	08/06/2026	1,680.35
		111415	31052	Check	1	25460		ISD #0099 ESKO PUBLIC SCHOOLS	Yes	No	No	08/06/2026	17,311.22
		111410	31053	Check	1	1527		ISD #0381 LAKE SUPERIOR SCHOOL	Yes	No	No	08/06/2026	4,104.09
		111417	31054	Check	1	2709		ISD #0577 WILLOW RIVER	Yes	No	No	08/06/2026	3,774.45
		111416	31055	Check	1	25820		ISD #0700 HERMANTOWN	Yes	No	No	08/06/2026	1,571.91
		111391	31056	Check	1	11174		ISD 2909	Yes	No	No	08/06/2026	175.00
		111437	31057	Check	1	8942		JOSTENS INC	Yes	No	No	08/06/2026	908.00
		111413	31058	Check	1	2076		KOLODGE, JENNIFER	Yes	No	No	08/06/2026	96.86
		111419	31059	Check	1	29600		L & M SUPPLY	Yes	No	No	08/06/2026	458.26
		111421	31060	Check	1	3602		LINDE GAS & EQUIPMENT INC	Yes	No	No	08/06/2026	284.11
		111406	31061	Check	1	11810		LUENSE LEO	Yes	No	No	08/06/2026	549.07
		111388	31062	Check	1	11029		M&J LLC	Yes	No	No	08/06/2026	7,980.00
		111383	31063	Check	1	10699		MARSHALL W ALWORTH PLANETARI	Yes	No	No	08/06/2026	192.00
		111403	31064	Check	1	11651		MESABI GLASS WINDOW & DOOR	Yes	No	No	08/06/2026	1,180.00
		111412	31065	Check	1	1750		MICHAUD DISTRIBUTING	Yes	No	No	08/06/2026	51.00

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 8/6/2026-8/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111400	31066	Check	1	11608		MIDAS JULIE	Yes	No	No	08/06/2026	39.52
		111384	31067	Check	1	10765		MINERS INCORPORATED	Yes	No	No	08/06/2026	9,154.26
		111418	31068	Check	1	2716		MN DEPT OF LABOR AND INDUSTRY	Yes	No	No	08/06/2026	765.00
		111431	31069	Check	1	6299		NELSON, BETH	Yes	No	No	08/06/2026	40.41
		111397	31070	Check	1	11485		NORTHERN LIGHTS ACADEMY #609(	Yes	No	No	08/06/2026	10,397.70
		111386	31071	Check	1	10947		NORTHSTAR MEDIA	Yes	No	No	08/06/2026	5,750.33
		111393	31072	Check	1	11307		PERTLER JILL	Yes	No	No	08/06/2026	825.00
		111422	31073	Check	1	3994		PHONAK	Yes	No	No	08/06/2026	4,063.82
		111423	31074	Check	1	44751		POSTMASTER	Yes	No	No	08/06/2026	1,560.85
		111381	31075	Check	1	10420		POWERSCHOOL GROUP LLC	Yes	No	No	08/06/2026	21,984.34
		111424	31076	Check	1	45152		PROULX, TOM	Yes	No	No	08/06/2026	595.23
		111382	31077	Check	1	10542		RNR YARDWORKS LLC	Yes	No	No	08/06/2026	6,200.00
		111441	31078	Check	1	9545		SCHMITT DIRECTOR CENTER	Yes	No	No	08/06/2026	7,459.20
		111379	31079	Check	1	10060		SEESAW	Yes	No	No	08/06/2026	6,794.20
		111401	31080	Check	1	11612		ST GERMAINS CABINETS	Yes	No	No	08/06/2026	5,250.00
		111442	31081	Check	1	9626		STRICKLAND ADRIENNE	Yes	No	No	08/06/2026	343.16
		111420	31082	Check	1	3523		STUDIES WEEKLY	Yes	No	No	08/06/2026	1,976.32
		111389	31083	Check	1	11038		SUNDQUIST JOHN	Yes	No	No	08/06/2026	250.00
		111385	31084	Check	1	10802		SWANSON YOUNGDALE	Yes	No	No	08/06/2026	14,847.62
		111436	31085	Check	1	8275		SWEETWATER	Yes	No	No	08/06/2026	630.00
		111443	31086	Check	1	9671		TECHCHECK	Yes	No	No	08/06/2026	3,850.00
		111425	31087	Check	1	4751		TKE ELEVATOR CORPORATION	Yes	No	No	08/06/2026	2,556.71
		111439	31088	Check	1	9268		UHL COMPANY INC	Yes	No	No	08/06/2026	174.00
		111427	31089	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	08/06/2026	22,889.22
		111396	31090	Check	1	11361		VESTIS	Yes	No	No	08/06/2026	322.62
		111429	31091	Check	1	57280		WANGEN, DAVID	Yes	No	No	08/06/2026	638.00
		111433	31092	Check	1	7042		WATSON COMPANY	Yes	No	No	08/06/2026	396.43
		111444	31093	Check	1	9692		ZIME DEBRA	Yes	No	No	08/06/2026	825.00
								Bank Total: 2					$517,527.05
								Report Total:					$517,527.05

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	$705,437.35
02	Food Services	$37.28
03	Transportation	$24,531.72
04	Community Services	$2,733.56
05	Capital Expenditure	$30,050.43
06	Building Construction	$46,820.00
45	OPEB Irrevocable Trust	$1,275.71
Report Total		**$810,886.05**

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/29/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111339	30972	Check	1	11617		ARBITERSPORTS LLC	Yes	No	No	07/29/2026	2,225.00
		111325	30973	Check	1	10294		BENSON ELECTRIC COMPANY	Yes	No	No	07/29/2026	24,000.00
		111323	30974	Check	1	08336		CARLTON COUNTY HUMAN SERVICE	Yes	No	No	07/29/2026	190.00
		111326	30975	Check	1	10397		CHRISTENSON NAOMI	Yes	No	No	07/29/2026	744.00
		111327	30976	Check	1	10401		CITY OF CLOQUET	Yes	No	No	07/29/2026	3,433.45
		111338	30977	Check	1	11609		CLIFTON LARSON ALLEN LLP	Yes	No	No	07/29/2026	11,550.00
		111333	30978	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	07/29/2026	24,531.72
		111336	30979	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	07/29/2026	1,318.83
		111374	30980	Check	1	9578		CONSTELLATION NEWENERGY -GAS	Yes	No	No	07/29/2026	4,640.18
		111366	30981	Check	1	8229		ESSE, DAVID	Yes	No	No	07/29/2026	159.50
		111368	30982	Check	1	8653		EVERGREEN LAWN SERVICE	Yes	No	No	07/29/2026	706.93
		111343	30983	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	07/29/2026	499.96
		111329	30984	Check	1	10767		HEDMAN JOSEPH	Yes	No	No	07/29/2026	199.37
		111363	30985	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	07/29/2026	26,053.00
		111365	30986	Check	1	5992		HORIZON COMMERICAL POOL SUPF	Yes	No	No	07/29/2026	4,391.23
		111372	30987	Check	1	9455		INCIDENT IQ, LLC	Yes	No	No	07/29/2026	8,919.02
		111340	30988	Check	1	11756		IRON RANGE PLUMBING & HEATING	Yes	No	No	07/29/2026	28,715.46
		111359	30989	Check	1	4879		ISD #0091 BARNUM	Yes	No	No	07/29/2026	39,336.21
		111349	30990	Check	1	25440		ISD #0097 MOOSE LAKE	Yes	No	No	07/29/2026	18,777.70
		111344	30991	Check	1	1527		ISD #0381 LAKE SUPERIOR SCHOOL	Yes	No	No	07/29/2026	31,446.22
		111350	30992	Check	1	25840		ISD #0704 PROCTOR PUBLIC SCHOC	Yes	No	No	07/29/2026	159,974.48
		111351	30993	Check	1	27353		JAMAR COMPANY	Yes	No	No	07/29/2026	42,510.00
		111328	30994	Check	1	10520		KIMINSKI PAVING	Yes	No	No	07/29/2026	27,450.00
		111334	30995	Check	1	11299		KRUSEMARK GRINNELL & ASSOCIAT	Yes	No	No	07/29/2026	15.00
		111352	30996	Check	1	29600		L & M SUPPLY	Yes	No	No	07/29/2026	469.40
		111376	30997	Check	1	9792		LEAF	Yes	No	No	07/29/2026	2,803.07
		111356	30998	Check	1	38650		MADISON NATIONAL LIFE INSURANC	Yes	No	No	07/29/2026	8,347.49
		111354	30999	Check	1	35900		MINNESOTA CLAY	Yes	No	No	07/29/2026	8,777.00
		111332	31000	Check	1	10997		MINNESOTA DEPARTMENT OF HEAL	Yes	No	No	07/29/2026	180.00
		111362	31001	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	07/29/2026	187.75
		111375	31002	Check	1	9628		MINNESOTA LIFE INSURANCE COMF	Yes	No	No	07/29/2026	13,830.19
		111355	31003	Check	1	36651		MINNESOTA POWER	Yes	No	No	07/29/2026	23,354.59
		111348	31004	Check	1	2431		MN UI FUND	Yes	No	No	07/29/2026	69,318.98
		111357	31005	Check	1	40801		NORTHEAST SERVICE COOP	Yes	No	No	07/29/2026	200.00
		111353	31006	Check	1	3449		NORTHERN DOOR & HARDWARE IN	Yes	No	No	07/29/2026	22,355.00
		111358	31007	Check	1	41104		NORTHLAND FIRE AND SAFETY	Yes	No	No	07/29/2026	4,069.95
		111324	31008	Check	1	10093		OLSON KATE	Yes	No	No	07/29/2026	65.36
		111345	31009	Check	1	2037		PINE KNOT, LLC	Yes	No	No	07/29/2026	740.21
		111341	31010	Check	1	11804		PINE RIVER SALES INC	Yes	No	No	07/29/2026	12,597.93

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/29/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111377	31011	Check	1	9882		PTMA	Yes	No	No	07/29/2026	1,275.71
		111371	31012	Check	1	9288		RASMUSSEN, BRENDA	Yes	No	No	07/29/2026	127.72
		111346	31013	Check	1	2297		RENAISSANCE LEARNING	Yes	No	No	07/29/2026	27,666.80
		111373	31014	Check	1	9533		SCHAEFER ACOUSTICS, INC	Yes	No	No	07/29/2026	17,209.00
		111369	31015	Check	1	8901		SCHOOL FIX	Yes	No	No	07/29/2026	489.71
		111347	31016	Check	1	2300		SHI INTERNATIONAL CORP	Yes	No	No	07/29/2026	1,232.43
		111360	31017	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	07/29/2026	3,524.25
		111342	31018	Check	1	11805		SURFACE SPECIALISTS	Yes	No	No	07/29/2026	350.00
		111330	31019	Check	1	10769		SWANSON ALYSSA	Yes	No	No	07/29/2026	1,440.00
		111331	31020	Check	1	10802		SWANSON YOUNGDALE	Yes	No	No	07/29/2026	47,553.27
		111361	31021	Check	1	54005		TAYLOR MUSIC	Yes	No	No	07/29/2026	33,594.00
		111370	31022	Check	1	9268		UHL COMPANY INC	Yes	No	No	07/29/2026	612.00
		111367	31023	Check	1	8357		UNITED STATES TREASURY	Yes	No	No	07/29/2026	41,627.04
		111335	31024	Check	1	11361		VESTIS	Yes	No	No	07/29/2026	317.35
		111364	31025	Check	1	57280		WANGEN, DAVID	Yes	No	No	07/29/2026	159.50
		111337	31026	Check	1	1160		WENGER CORPORATION	Yes	No	No	07/29/2026	4,623.09
								Bank Total: 2					$810,886.05
								Report Total:					$810,886.05

Cloquet School District
Treasurer's Report
6/30/2026

General Ledger Cash Balance

Beginning Balance	**5/31/2026**	**$1,491,954.05**	
Vouchers Paid:		($2,031,168.34)	(A)
Deposits:		$4,114,477.53	(B)
Journal Entries:		($4,273.88)	(C)
Payroll:		($2,752,974.64)	(D)
Ending Balance	**6/30/2026**	**$818,014.72**	

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	$760,704.34
US Bank Clearing Account	CHS	$0.00
MSDLAF	CMS	$136,479.93
US Bank Clearing Account	CMS	$0.00
MSDLAF	Flex	$48,638.36
US Bank Clearing Account	Flex	$0.00
MSDLAF Liquid Asset	General	$711,171.96
US Bank Disbursements	General	$0.00
US Bank Clearing Account	General	$0.00
Total of Accounts that Close to Cash		**$1,656,994.59**

Bank Reconciliation

Bank Balance	$1,656,994.59
Deposits Outstanding	$0.00
Accounts Payable Checks Outstanding	($183,675.31)
Accounts Payable Wires Outstanding	$0.00
Payroll Checks Outstanding	($448.69)
Third Party Payroll Wires Outstanding	($35,590.30)
Adjustments at the Bank but not in SMART	$0.00
Adjustments in SMART but not at the Bank	($619,265.57)
Adjustment for Clearing Differences	$0.00

General Ledger Cash Balance	**6/30/2026**	**$818,014.72**

INVESTMENTS
2025-2026 - FISCAL YEAR

DATE: JUNE 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 6,520,413.46	0.40%	MSDLAF MAX		DAILY	$ 20,857.87
$ 795,316.75	1.69%	MN TRUST CD		$ 3,692.31	$ 2,313.99
$ 292,243.31	1.69%	Ehler's Investment Partners-Debt Service Hold Account			$ 848.82
$ -	0.41%	MN TRUST			$ -
$ 1,528,918.98		Pershing Investments			$ 4,934.44
$ 9,136,892.50	- TOTAL INVESTMENT VALUE				$ 28,955.12
		CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST & FEES			$ 3,376.37
		TOTAL MONTHLY INTEREST			$ 32,331.49

YTD TOTAL INTEREST AS OF 6/30/2025 $ 121,587.06

$ 75,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 12,108,473.69 - TOTAL INVESTMENT VALUE 6/30/2026

$ 177,201.02 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 177,201.02 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 06 CONSTRUCTION
2025-2026 - FISCAL YEAR

DATE: JUNE 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ -	0.00%	MN TRUST	CD		$ -	$ -
$ -	0.00%	MN TRUST	CD		$ -	
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -		MN TRUST	SDA			$ -
$ -	0.00%	MN TRUST	SEC/DTC			
$ 42,838.49	0.41%	MN TRUST		Dividend Reinvest / Bank Fee		$ 124.61
		MN TRUST		Trade Int-Security Sale/DTC Maturity		$ -
		EHLERS / Ameritrade-LTFM				$ -
$ 3,631,097.27		EHLERS / Pershing Investments-CAP FAC				10,495.31
$ 3,673,935.76	- TOTAL CONSTRUCITON FUND INVESTMENT VALUE					
		TOTAL MONTHLY INTEREST				$ 10,619.92

YTD TOTAL INTEREST AS OF 6/30/2026 $ 178,716.03

$ 25,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 5,829,528.84 - TOTAL INVESTMENT VALUE 6/30/2026

$ 118,111.95 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 118,111.95 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 45 OPEB
2025-2026 - FISCAL YEAR

DATE: JUNE 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 2,127,178.55	1.76%	MN TRUST	CD		$ 1,058.13	$ -
$ -	1.46%	MN TRUST	CD		$ 2,030.07	$ -
	2.74%	MN TRUST	CD		$ 26,217.16	$ -
$ -	1.86%	MN TRUST	CD		$ 13,351.61	$ -
$ -	3.36%	MN TRUST	CD		$ 15,762.88	$ -
$ -	2.83% - 3.04%	MN TRUST	CD		$ 27,785.51	$ -
$ -	1.98% - 2.28%	MN TRUST	SEC/DTC			$ 5,846.51
$ -	0.41%	MN TRUST	Dividend Reinvest / Bank Fee			$ -
		MN TRUST	Trade Interest-Security Sale / DTC			$ -
$ 3,061,703.87		ASSOCIATED BANK	Dividend / BankFee / Interest			$ 37,035.49
$ -		MID AMERICA				$ -

$ 5,188,882.42 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 42,882.00

YTD TOTAL INTEREST AS OF 6/30/2026 $ 199,300.97

$ 100,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 4,734,068.63 - TOTAL INVESTMENT VALUE 6/30/2025

$ 103,530.64 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 103,530.64 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

Activity Details

ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ MAX Class
TRADE DATE	Jul 01, 2026
SETTLEMENT DATE	Jul 01, 2026
TRANS DESC	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class
TRANSACTION TYPE	Exchange Redemption
QUANTITY OF SHARES	(500,000.00)
SHARE PRICE	$1.00
TOTAL AMOUNT	($500,000.00)

Activity Details

ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ MAX Class
TRADE DATE	Jul 09, 2026
SETTLEMENT DATE	Jul 09, 2026
TRANS DESC	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class
TRANSACTION TYPE	Exchange Redemption
QUANTITY OF SHARES	(1,000,000.00)
SHARE PRICE	$1.00
TOTAL AMOUNT	($1,000,000.00)

Activity Details

ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ MAX Class
TRADE DATE	Jul 16, 2026
SETTLEMENT DATE	Jul 16, 2026
TRANS DESC	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class
TRANSACTION TYPE	Exchange Redemption
QUANTITY OF SHARES	(800,000.00)
SHARE PRICE	$1.00
TOTAL AMOUNT	($800,000.00)

Activity Details

ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ MAX Class
TRADE DATE	Jul 22, 2026
SETTLEMENT DATE	Jul 22, 2026
TRANS DESC	Redemption - Wire Redemption
TRANSACTION TYPE	Redemption
QUANTITY OF SHARES	(410,000.00)
SHARE PRICE	$1.00
TOTAL AMOUNT	($410,000.00)

Activity Details

ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ MAX Class
TRADE DATE	Jul 30, 2026
SETTLEMENT DATE	Jul 30, 2026
TRANS DESC	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class
TRANSACTION TYPE	Exchange Redemption
QUANTITY OF SHARES	(1,800,000.00)
SHARE PRICE	$1.00
TOTAL AMOUNT	($1,800,000.00)

Jun-26

	Upper Lakes		Pan O Gold		Vestis	
490	$11,650.62	490	$216.00	401	$177.64	
401	$122.14					
Total	$11,772.76		$216.00		$177.64	

490	Food Costs	$15,952.68
401	General Supplies	$11,152.96
495	Milk	
Total Net		($4,779.72)

	Bix Produce	Total Costs
495	$573.30	
490	$3,212.98	
	$3,786.28	$15,952.68

2026 Summer Food Service Cash Report

High School			Washington			Churchill			Garfield		
6/8/2026	1 Adult	$5.25	6/8/2026	0 Adults	$0	6/8/2026	1 Adult	$5.25	6/8/2026	0 Adults	$0
6/9/2026	0 Adult	$0	6/9/2026	0 Adults	$0	6/9/2026	1 Adult	$5.25	6/9/2026	0 Adults	$0
6/10/2026	1 Adult	$5.25	6/10/2026	0 Adults	$0	6/10/2026	1 Adult	$5.25	6/10/2026	2 Adults	$10.50
6/11/2026	0 Adult	$0	6/11/2026	0 Adults	$0	6/11/2026	2 Adult	$10.50	6/11/2026	0 Adults	$0
6/15/2026	0 Adult	$0	6/15/2026	0 Adults	$0	6/15/2026	0 Adults	$0	6/15/2026	0 Adults	$0
6/16/2026	1 Adult	$5.25	6/16/2026	0 Adults	$0	6/16/2026	2 Adults	$10.50	6/16/2026	0 Adults	$0
6/17/2026	4 Adults	$21.00	6/17/2026	0 Adults	$0	6/17/2026	2 Adults	$10.50	6/17/2026	0 Adults	$0
6/18/2026	2 Adults	$10.50	6/18/2026	0 Adults	$0	6/18/2026	1 Adult	$5.25	6/18/2026	2 Adults	$10.50
6/22/2026	1 Adult	$5.25	6/22/2026	0 Adults	$0	6/22/2026	1 Adult	$5.25	6/22/2026	0 Adults	$0
6/23/2026	2 Adults	$10.50	6/23/2026	1 Adult	$5.25	6/23/2026	4 Adults	$21.00	6/23/2026	4 Adults	$21.00
6/24/2026	1 Adult	$5.25	6/24/2026	0 Adults	$0.00	6/24/2026	2 Adults	$10.50	6/24/2026	0 Adults	$0
6/25/2026	3 Adults	$15.75	6/25/2026	0 Adults	$0	6/25/2026	0 Adults	$0.00	6/25/2026	0 Adults	$0
		$84.00			$5			$89.25			$42

$220.50

MEMORANDUM

TO: **Dr. Michael Cary, Superintendent**

FROM: **Erin Bates, Community Education Director**
Kimberly Miens, Aquatics Coordinator

DATE: **July 12, 2026**

RE: **Resignation of Allison Ringat : Lifeguard & WSI**

RATE OF PAY:	**$14.33 & $16.89**
HOURS WORKED:	**varied**
START DATE:	**6/1/2023**
END DATE:	**7/12/2026**

CLOQUET PUBLIC SCHOOLS

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Washington Elementary Principal

DATE: 07/15/2026

RE: Recommendation for Employment

I am recommending the employment of Amanda Hakamaki for the 1.0 FTE Elementary Special Education Teacher position at Washington Elementary School. The position will start in the fall of 2026. Her hire is pending receiving appropriate licensure.

RATE OF PAY:	BA Step 1
HOURS TO BE WORKED:	1.0 FTE
START DATE:	August 20, 2026
LENGTH OF CONTRACT:	Through June 8, 2027
BUDGETED CURRENT YEAR:	yes
POSTED:	Posted internally and externally
RATIONALE FOR HIRE:	Amanda comes highly recommended with a variety of experiences in educational settings that will serve her well in this position!
STAR CODE:	190201, 199803

(Employment is contingent upon Cloquet School Board approval.)

Northern Lights Academy Cooperative #6096-52
302 14th Street ~ Cloquet MN 55820
Office Phone ~ 218-878-3060
Fax ~ 218-878-3061

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent

FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director

DATE: July 16, 2025

RE: Recommendation for Employment

I am recommending the employment of Mr. Nathan Bents to fill the 1.0 Special Education Teacher position (recently vacated by E Brown) at Northern Lights Academy Cooperative #6096-52 for the 2026-2027 school year.

RATE OF PAY: MA Step 1 - Per the Teachers' Master Agreement

TOTAL COST: $55, 859 (based on the 25-27 Teachers' Master Agreement)

HOURS TO BE WORKED: 1.0 FTE (Monday-Friday)

START DATE: August 18, 2026

LENGTH OF CONTRACT: 2026-2027

BUDGETED CURRENT YEAR: Yes

POSTED: Yes, internally and externally.

RATIONALE FOR HIRE: NLA is recommending Mr. Nathan Bents for the open Special Education EBD Teacher position. Mr. Bents has excellent references and has a wide range of experience, including working as a para and also as a substitute teacher for NLA for several years. We are excited to have him join the NLA team for this upcoming school year. There was one other applicant for this position; however, the person was not licensed in special education and did not have relevant experience.

This hire is contingent upon approval of the Out of Field Permission request sent to the MN of Education.

(Employment is contingent upon Cloquet School Board approval.)

MINNESOTA
PROFESSIONAL EDUCATOR
LICENSING AND STANDARDS BOARD

State of Minnesota

EDUCATOR LICENSE

Issued to: **NATHAN RAY BENTS**
File Folder Number: **1026510**

Issuance date: **02/03/2026**
Serial Number:

License	Licensure Field	Student Level	Expiration Date

An application to renew a license may be submitted after January 1 in the year of expiration. You are responsible for the following renewal conditions even if you do not teach in this licensure period. Licensing information is available at http://mn.gov/pelsb.

Teaching

License	Licensure Field	Student Level	Expiration Date
Tier 3 Restricted	**Mathematics**	**5-8**	**06/30/2029**

If you have been or are currently employed by a Minnesota school district, renewal of this license will require completion of 75 clock hours verified and approved by the district's local continuing education committee.
If you are currently residing in Minnesota but have never been employed by a Minnesota school district, renewal of this license will require completion of 75 clock hours verified and approved by your local school district's continuing education committee.
Renewal options indicated above must include the specific professional development requirements in rules that are in effect at the time of renewal.
If you do not live in Minnesota and have never been employed in Minnesota, at the time of renewal, contact the Professional Educator Licensing and Standards Board (PELSB) directly for renewal assistance.

License	Licensure Field	Student Level	Expiration Date

Substitute

License	Licensure Field	Student Level	Expiration Date
Short Call Substitute	**Short Call Substitute Teacher**	**Pre K to Adult**	**06/30/2026**

To renew for another three-year short-call substitute teaching license submit a complete renewal application form after January 1 of the year of expiration.
NOTE: This license is valid for substitute teaching on a day-to-day basis not to exceed 20 consecutive school days replacing the same teacher.
To substitute for the same teacher for more than 20 consecutive school days, the substitute teacher must hold a tiered license valid for that assignment.

Note: It is the responsibility of the license holder to examine the license for accuracy. Please contact PELSB within 30 days of the issue date if you believe this license contains any errors or omissions. License requirements are subject to change. The licensed professional is responsible for knowing current and revised regulations. It is the responsibility of the license holder to obtain and maintain a valid and appropriate Minnesota licensure to practice in this state.

PELSB
1021 Bandana Blvd. E., Suite 222,
Saint Paul, MN 55108-5111

Email: **PELSB@STATE.MN.US**
Call: **651-539-4200**

From the Desk of:

Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Girls Tennis Volunteer

Please approve the individual listed below. This is for an individual who will volunteer with the girls tennis team

Emily Ruhnke

If anyone has any questions regarding this recommendation, please feel free to call me.

PR

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94 Cloquet,
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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Jennifer Holm, Churchill Elementary Principal

DATE: July 29, 2026

RE: Recommendation for Employment

I am recommending the employment of Krystina Carlson as a Secretary/Receptionist, 6.75 hrs./day for 199 days/year, starting on August 11, 2026, at Churchill Elementary for the 2026-2027 school year to fill the open position, because of a resignation.

RATE OF PAY:	$22.15 (Step 5 Secretary Pay Schedule) Frozen
HOURS TO BE WORKED:	6.75 Hours/Day
START DATE:	August 11, 2026
LENGTH OF CONTRACT:	2026 - 2027 SY
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	Fill Open Secretary/Receptionist Position
STAR CODE:	999940

(Employment is contingent upon Cloquet School Board approval.)

JH:mt

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Adam Wooster, Food Service Director

DATE: July 28th, 2026

RE: Recommendation for Employment

I am recommending the employment of Stacy Smith for the 3 hour/day Food Service Worker at Churchill.

RATE OF PAY:	$19.24 per hour – 3.0 hrs./day
HOURS TO BE WORKED:	3.0 Hours/Day (Monday –Friday)
START DATE:	September 9th, 2026
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	Stacy has food service experience and is currently at Churchill wanting to take less hours.

(Employment is contingent upon Cloquet School Board approval.)

7-18-20

I would like to apply for "Sue's" old position @
Machine Learning - Austin
Casino - Austin

Stacey Smith

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5 August 2026

To: Dr. Michael Cary, Superintendent

From: Teresa Angell, AIE Program Director/A&I Coordinator

RE: Recommendation to hire .1FTE Intervention Support Coach

For your consideration and approval, I am recommending Nicole Vegar to be hired for the .1FTE Intervention Support Coach that was School Board approved to post 7/13/26. Mrs. Vegar has a genuine passion for intervention instruction and is committed to supporting this work through coaching to ensure it thrives. Her deep understanding of instructional systems is impressive.

Mr. Lenarz and I are confident that her expertise will allow for seamless onboarding and transition into this role.

I can be available at the next board meeting to address any questions you may have.

CC: Tom Lenarz
Steve Battaglia

July 16, 2026

Dear Teresa Angell, Tom Lenarz, and Tom Brenner,

I am writing to express my interest in the 0.1 FTE Intervention Support Coach position through Achievement & Integration. This opportunity is an excellent fit with my experience supporting intervention systems, coaching teachers, and helping schools improve instructional practices through evidence-based decision making.

Throughout my career, I have worked to strengthen intervention systems by helping educators connect assessment, instruction, progress monitoring, and intervention fidelity. I enjoy working alongside teachers and leadership teams to identify what is working, determine where adjustments are needed, and develop practical solutions that improve outcomes for students.

My experience includes facilitating professional learning communities, supporting intervention planning, analyzing student data, and coaching educators through observation, modeling, and reflective conversations. I have also helped develop systems that support consistent implementation while allowing teams to respond to the unique needs of their students. I believe effective coaching combines clear expectations, practical support, and ongoing reflection to strengthen both teacher practice and student achievement.

I am particularly interested in this position because it emphasizes improving the quality and consistency of intervention practices. Whether supporting fidelity observations, modeling instructional strategies, assisting with progress monitoring, or helping teams problem-solve around student needs, I enjoy working directly with educators to build confidence and strengthen implementation.

I value collaborative work and believe meaningful improvement happens when teachers, interventionists, and school leaders share responsibility for student success. I also recognize that effective coaching sometimes means asking thoughtful questions and facilitating reflection, while at other times it means providing concrete guidance, sharing effective practices, or modeling instructional approaches.

I would welcome the opportunity to contribute to your intervention efforts and support the continued development of strong, evidence-based practices across the school. Thank you for your time and consideration. I look forward to the opportunity to discuss how my experience can support the important work of Achievement & Integration.

Sincerely,



Nicole Vegar

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal

DATE: 8/6/26

RE: Recommendation for Employment

I am recommending the employment of Haley Egge for the 4th Grade Teaching position at Washington Elementary.

RATE OF PAY:	**BA +20/STEP 5**
HOURS TO BE WORKED:	8 hours/day (Monday – Friday)
START DATE:	August 24, 2026
LENGTH OF CONTRACT:	ongoing
BUDGETED CURRENT YEAR:	yes
POSTED:	internally & externally
RATIONALE FOR HIRE:	Haley has six years of applicable teaching experience in the area, did a wonderful job in the interview process, and comes highly recommended. She will be a tremendous asset to our students and the Washington school community!
STAR CODE:	190200

Employment is contingent upon Cloquet School Board approval.

Linking school and community to provide life-long learning and success for all.

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal

DATE: 8/6/26

RE: Recommendation for Employment

I am recommending the employment of Alexa Fischer for the anticipated 1.0 FTE 4th Grade Long Term Substitute position. The position will start at the beginning of the year and will go through mid-November. The teacher will be paid at the daily substitute rate for the first thirty (30) days. After working 30 days in the same position for the same teacher, the teacher will start being paid the contracted rate and will receive back pay to first day of the assignment.

RATE OF PAY:	First 30 days at daily substitute rate From 31st day on (with backpay) – **MA/STEP 1**
HOURS TO BE WORKED:	8 hours/day (Monday – Friday)
START DATE:	August 24, 2026
LENGTH OF CONTRACT:	Approximately 8-10 weeks.
BUDGETED CURRENT YEAR:	yes
POSTED:	4th grade vacancy was posted internally & externally
RATIONALE FOR HIRE:	Alexa comes very highly recommended from her time as a long-term substitute at Churchill. She did an excellent job in both positions she filled, and is knowledgeable in district practices and procedures. She will be a great fit!
STAR CODE:	190200

Employment is contingent upon Cloquet School Board approval of the vacating teacher's leave of absence request, as well as approval of this hire recommendation.

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Adam Wooster, Food Service Director

DATE: 8/4/2026

RE: Staffing Adjustment Days

I am requesting up to 10 extended days starting August 24th for Lindsay Doty- Food Service Secretary to help get administrative paperwork ready for the new school year.

(Employment is contingent upon Cloquet School Board approval.)

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Community Education 2001 Washington Ave 218.879.1261

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, CAAEP Principal

DATE: July 23, 2026

RE: **Extra Service Contracts for CAAEP for the 2026-2027 School Year**

Name	Activity	Amount ($)
Angela Lennartson	Student Council Co-Advisor	$1,255.50
Allison Jerde	Student Council Co-Advisor	$1,255.50
Allison Jerde	Yearbook Advisor	$2,166.00
Rod Syck	Secondary 6th Period Stipend (Full year)	$5,568.00
Jeanna Aldridge	Secondary 6th Period Stipend (Full year)	$5,568.00
Rod Syck	Extended Day Services – Not to exceed 160 hrs.	$38.97/hr.
Sue Thomason	Extended Day Services Coordinator – 70 hrs.	Current rate

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: August 3, 2026

RE: **Extra Service Contracts for CAAEP Online for the 2026-2027 School Year**

Name	Activity	Amount ($)
Dave Esse	CAAEP Online PE/Health 6th Assignment	$5,568.00
Chandra Allen	CAAEP Online Business/Personal Finance 6th Assignment	$5,568.00
Andrea Cacek	CAAEP Online Art 6th Assignment	$5,568.00
Gregg Dold	CAAEP Online Social Studies	$5,568.00
Paul Maltrude	CAAEP Online Science	$5,568.00

Linking school and community to provide life-long learning and success for all.

From the Desk of:

Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess, Activities Director
Date: July 27th, 2026
Re: Adjustment to Extra-Services Coaching Contracts

I am recommending the following adjustments be made to the fall 2026-2027 extra-services coaching contracts

***Rescind Olivia Diver's extra service contract for $3311 for C Team volleyball coach.**

***Issue extra-service contract to Kelsey Motzko for $3617 for JV volleyball coach from 8/17/26-11/14/26.**

If anyone has any questions regarding this recommendation, feel free to call me.

Thank you,

Paul Riess

From the Desk of:

Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess, Activities Director
Date: July 27th, 2026
Re: Adjustment to Extra-Services Coaching Contracts

I am recommending the following adjustments be made to the fall 2026-2027 extra-services coaching contracts

***Rescind Olivia Diver's extra service contract for $3311 for C Team volleyball coach.**

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If anyone has any questions regarding this recommendation, feel free to call me.

Thank you,

Paul Riess

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Adam Wooster

DATE: July 28th , 2026

RE: Recommendation for Additional Hours

I am recommending an increase in hours change for existing 3.5 hrs./day position at the Middle School to a 5-hr. position includes an additional responsibility of preparation of Salad Bar and Ala Carte menu items.

(Employment is contingent upon Cloquet School Board approval.)

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Thomas Lenarz, Middle School Principal

DATE: August 3,2026

Re: Permission to Post

I am requesting permission to post for One (1) 1.0 FTE 5th Grade Teacher Position and One (1) .2FTE Specialist Teacher position for Physical Education, Art and/or Music.

TL:KP

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Adam Wooster, Food Service Director

DATE: 7/22/2026

RE: Staffing Adjustment Hours

I am recommending hour increases for Cook April Issacson (Churchill) from a 5.5 to a 6.25 & Cook Deb Hartwig (Washington) from a 6 to a 6.25.

HOURS TO BE WORKED:	6.25 Hours/Day (Monday –Friday)
START DATE:	September 9th, 2026
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
RATIONALE FOR Increase hours:	With more added responsibility on the Cooks with Menu Changes and Food Ordering they need more time at these 2 locations.

(Employment is contingent upon Cloquet School Board approval.)

Cloquet Public Schools
Superintendent's Contract
July 1, 20274 – June 30, 203027

ARTICLE I – PURPOSE

This Contract is entered into between Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School District, and Dr. Michael Cary, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II -- APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S.123B.143.

ARTICLE III – LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV -- DURATION, SUBSEQUENT CONTRACT, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of three (3) years commencing on July 1, 20274, and ending on June 30, 203027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1. Six (6) to nine (9) months prior to the expiration of this Contract, at the Superintendent's written request, the School Board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd. 3.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as described in M.S. 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days to the School Board Chair after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within fifteen (15) calendar days, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

ARTICLE V -- DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI -- DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be for the entire 12-month period, and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Superintendent shall earn 28 working days of annual paid vacation each contract year, and these days shall be allocated July 1 of each contract year. Should the superintendent's employment terminate prior to June 30, that yearly allocation of 28 vacation days will be prorated according to the percentage of the yearly days actually worked. Unused vacation may be carried forward to the next contract year to a maximum of one and one-half (1.5) times the annual allocation plus the new yearly allocation. Upon termination of employment, the Superintendent shall be entitled to payment at his/her daily rate of pay for any unused vacation days earned and accrued pursuant to the provisions of this section. The daily rate of pay shall be determined by dividing the Superintendent's gross annual salary as established in Article IX, including salary, stipends and longevity pay, by 260 days. ~~then-applicable annual salary and stipends (as established by Article IX) by 260 days~~. The maximum payout is capped at $49,000~~34,000~~.

Section 3. Holidays: The Superintendent shall be entitled to 13 paid holidays as designated by the School Board each contract year. The holidays are as follows: New Year's (2 days); President's Day; Good Friday; Memorial Day; Juneteenth; Fourth of July (2 days); Labor Day; Thanksgiving (2 days); Christmas (2 days).

The superintendent shall also be entitled to 2 paid floating holidays. These days must be used annually and are not eligible to be carried forward from year to year. In the event the floating holidays are not used during the year earned, they will be paid out at the end of the fiscal year at the superintendent's daily rate of pay. The daily rate of pay shall be determined by dividing the Superintendent's gross annual salary as established in Article IX, including salary, stipends and longevity pay, by 260 days. ~~then-applicable annual salary and stipends (as established by Article IX) by 260 days.~~

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of thirteen (13) days per year and earned sick leave may accumulate to a maximum of 120 days. Sick leave pay shall be allowed by the School Board whenever the Superintendent's absence is found to have been due to illness which prevented his/her attendance at work and performance of duties on that day or days. Upon termination of employment, the Superintendent shall be entitled to payment at his/her daily rate of pay for fifty (50%) of any unused sick leave days earned and accrued pursuant to the provisions of this section. The daily rate of pay shall be determined by dividing the Superintendent's gross annual salary as established in Article IX, including salary, stipends and longevity pay, by 260 days. ~~then-applicable annual salary (as established by Article IX) by 260 days.~~

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the

School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, grandchild, parent, parent-in-law, sibling, sibling-in-law, or other relative who was living in the same household as the Superintendent.

Section 7. Personal Leave: The Superintendent may utilize three (3) paid, non-cumulative, personal leave days during the contract year. Additional days may be granted at the discretion of the School Board.

Section 8. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the School Board may place the Superintendent on a leave of absence for health reasons. Before taking such action, the School Board or its designated representative(s) will meet with the Superintendent to discuss the nature and severity of the health issue, whether reasonable accommodations can be provided so that the Superintendent could perform the essential functions of the position, and whether the Superintendent opposes or is in favor of the leave. The ultimate decision on whether to place the Superintendent on leave remains with the School Board.

Section 11. Insurance Application: A Superintendent on leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. If the superintendent is placed on paid leave, the district will continue insurance contributions as provided in this contract. If the superintendent is placed on medical leave, the School District will continue insurance contributions as provided in this Contract and pursuant to M.S. 122A.40, Subd. 12. For any unpaid leave, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII -- INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District. For the duration of this contract, the superintendent selects the HDHP 3,500/7,000 Family plan, or it's equivalent. The district will contribute the annual out of pocket maximum for this plan to an HRA in the superintendent's name. If the superintendent is eligible for a family medical plan, but instead chooses the single medical insurance plan, the district shall contribute $50/month to a Premium Only Health Retirement Account (HRA). In the event some federal or state regulation is changed or reinterpreted regarding insurance benefits for employees and negatively affects the superintendent or the school district, the parties agree that this contract may be reopened for negotiations.

Fifty percent (50%) of the HRA/HSA benefit will be distributed during the month of September. The remainder of the HRA/HSA will be paid in equal amounts, prorated over the remaining months as follows: 1/12 of the remaining amount will be paid each month, October through July. The balance of the HRA/HSA due will be paid in August, effectively a double payment.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of $150,000, payable to the Superintendent's named beneficiary(ies).

Section 3. Long-Term Disability Insurance: The school district shall provide long-term disability insurance up to 66 2/3% of the Superintendent's basic salary. The Superintendent shall be required to participate in the group insurance at his own expense. The Superintendent's salary shall be increased by the cost of the long-term disability premium.
Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums to the extent described in this Article.

ARTICLE VIII -- OTHER BENEFITS

Section 1. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at the rate established by the IRS.

Section 2. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 3. National Conventions: The superintendent shall be allowed to attend national conventions on an every-other year basis and the expenses be paid as per school district policy. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The School District shall provide up to $3,000 annually in matching funds to the Superintendent's Tax-Sheltered Annuity. The lifetime maximum contribution will be $55,000.

Section 5. Post-Retirement HRA: The superintendent will be eligible for a District contribution to a Post-Retirement HRA based on the following schedule:

Monthly Contribution Level	Years of Service
$ 375	7 - 10
$ 500	11 - 15
$ 600	16 and over

Maximum Dollar Cap = $90,000

Should the principal contract contribution amounts increase, the rates in this contract will increase to match.

ARTICLE IX -- SALARY

For the 2026~~3~~-2027~~4~~ school year, the Superintendent was paid an annual salary of $169,284.39~~158,836~~ plus an experience stipend of $4,264~~4,001~~ and doctorate degree stipend of $4,264~~4,001~~ for a total of $177,812.39~~166,838~~. ~~For 2024-2025, the annual salary will be $162,012 plus an experience stipend of $4,081 and doctorate degree stipend of $4,081 for a total of $170,175.~~ The salary and stipends for the 2027~~5~~-28~~6~~ and 2028~~6~~-29~~7~~ and 2029-2030 contract years shall increase by the same salary schedule percentage increase as the Education Minnesota- Cloquet (EMC) Unit for said years. The annual salary and stipends shall be paid in 24 equal installments during the contract year.

Longevity Pay: Beginning in 2024-25, the superintendent shall receive longevity pay according to the following schedule:

- Years 6-9: $2,000/year and will increase at the rate of salary increase percentage yearly.
- Years 10+: $3,000/year and will increase at the rate of salary increase percentage yearly.

In consideration of the salary stated above, the Superintendent shall perform the services prescribed by the School Board, or its designated representative, whether or not such services are specifically described in this contract.

ARTICLE X -- OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought, or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Relocation Expenses: The School District will reimburse the Superintendent an amount negotiated with the board for costs associated with relocating his residence to a location within the boundaries of the Cloquet School District. In order to be eligible for the reimbursement, the cost must be incurred by the Superintendent on or before June 30, 2027. The Superintendent shall file itemized expense statements to be processed and approved by the School Board.

Section 5. Other:

1. The Superintendent shall be evaluated at least annually. The instrument shall be one that is developed by the school board and the superintendent.
2. The superintendent shall not be entitled to additional benefits as described in the school board policies 308, 310, 311, 313, 423.0, 423.1, 423.3, 423.4, or 423.5 unless they are included in this contract.
3. In the event of the death of the superintendent, the surviving spouse or superintendent's beneficiaries if the superintendent's spouse also is deceased, shall be entitled to payment for accumulated sick leave and vacation leave with maximum accumulations as described in this contract -- Article Six (6), Sections Two (2) and Four (4). The Superintendent will designate beneficiaries and have it placed in their personnel file.

Section 6. Amendments: This contract may be amended by mutual written agreement of the parties. This contract or any amendments thereto shall be effective only upon the signature of the officers of the School Board after authorization for such signature was taken by the School Board and appropriate action was recorded in its minutes and by signature of the Superintendent.

ARTICLE XI – SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, we have subscribed our signatures this 10th~~22nd~~ day of August~~January~~ 202~~64~~.

_____
Dr. Michael Cary, Superintendent of Schools
Cloquet Public Schools

_____
LeAnn Butler~~Nate Sandman~~, School Board Chair

_____
Melissa Juntunen, School Board Clerk

Cloquet Public Schools
Superintendent's Contract
July 1, 2027 – June 30, 2030

ARTICLE I – PURPOSE

This Contract is entered into between Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School District, and Dr. Michael Cary, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II -- APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S.123B.143.

ARTICLE III – LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV -- DURATION, SUBSEQUENT CONTRACT, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of three (3) years commencing on July 1, 2027, and ending on June 30, 2030. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1. Six (6) to nine (9) months prior to the expiration of this Contract, at the Superintendent's written request, the School Board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd. 3.

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Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums to the extent described in this Article.

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Maximum Dollar Cap = $90,000

Should the principal contract contribution amounts increase, the rates in this contract will increase to match.

ARTICLE IX -- SALARY

For the 2026-2027 school year, the Superintendent was paid an annual salary of $169,284.39 plus an experience stipend of $4,264 and doctorate degree stipend of $4,264 for a total of $177,812.39. The salary and stipends for the 2027-28 and 2028-29 and 2029-2030 contract years shall increase by the same salary schedule percentage increase as the Education Minnesota- Cloquet (EMC) Unit for said years. The annual salary and stipends shall be paid in 24 equal installments during the contract year.

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In consideration of the salary stated above, the Superintendent shall perform the services prescribed by the School Board, or its designated representative, whether or not such services are specifically described in this contract.

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Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

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Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

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2. The superintendent shall not be entitled to additional benefits as described in the school board policies 308, 310, 311, 313, 423.0, 423.1, 423.3, 423.4, or 423.5 unless they are included in this contract.
3. In the event of the death of the superintendent, the surviving spouse or superintendent's beneficiaries if the superintendent's spouse also is deceased, shall be entitled to payment for accumulated sick leave and vacation leave with maximum accumulations as described in this contract -- Article Six (6), Sections Two (2) and Four (4). The Superintendent will designate beneficiaries and have it placed in their personnel file.

Section 6. Amendments: This contract may be amended by mutual written agreement of the parties. This contract or any amendments thereto shall be effective only upon the signature of the officers of the School Board after authorization for such signature was taken by the School Board and appropriate action was recorded in its minutes and by signature of the Superintendent.

ARTICLE XI – SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, we have subscribed our signatures this 10th day of August 2026.

_____
Dr. Michael Cary, Superintendent of Schools
Cloquet Public Schools

_____
LeAnn Butler, School Board Chair

_____
Melissa Juntunen, School Board Clerk

AGREEMENT
INDEPENDENT SCHOOL DISTRICT NO. 94
CONTRACT FOR DISTRICT PRINT SHOP OPERATOR

I -- PARTIES

The parties to this agreement are Independent School District No. 94, Cloquet, Minnesota (hereinafter referred to as "District"), and Elizabeth Nelson (hereinafter referred to as the "Employee").

II -- TERM

The term of this agreement shall be for the period commencing on July 1, 2026~~3~~, and terminating on June 30, 2029~~6~~, or at such other time as otherwise provided herein.

III -- BASIC COMPENSATION

The Employee's compensation for year one (1) of this agreement shall be for ~~218~~ 214 part-time work days at 6¾ hours a day, plus ~~seven~~ eleven holidays with the salary paid as follows:

- 2026~~3~~-27~~4~~ $~~20.86~~22.23/hour
- 2027~~4~~-28~~5~~ To Be Determined (same increase as put on the teachers' salary schedule for ~~2024~~2027-28~~5~~)
- 2028~~5~~-29~~6~~ To Be Determined (same increase as put on the teachers' salary schedule for 2028~~5~~-29~~6~~)

The employee shall receive, for years of service to the district, longevity pay of $~~115~~ 195 per month for the 11 months worked during each contract year.

IV – DUTIES AND DUTY YEAR

The District Print Shop Operator position is a 225-day contract for the time period August 1, 2020~~6~~– June 30, 2029~~3~~. Responsibilities will include District printing duties and other duties as assigned (i.e. – delivering district intra-school mail). The work calendar will be set by the district administration. It is further agreed, between the District and the said Employee that the employee shall faithfully work to the best of his/her ability, accept the employment assignment, and abide by the rules and regulations adopted by the District.

V – BENEFITS

Benefits are listed below. The benefits listed in District Policies 423.0, 423.1, 423.2, 423.3, 423.4, and 423.5 are not considered part of this contract. If employee qualifies for health insurance benefits according to the Affordable Care Act, benefits will be paid according to the District's Health Insurance Plan.

Sick Leave: Employee shall receive thirteen (13) days of paid sick leave per year. Sick leave shall be computed as of July 1 each year. Accumulation of sick leave days is unlimited.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

If misuse of sick leave is suspected, the building administrator will meet with the employee, and may ask for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting.

The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

Note: The 2013 Legislature amended a sick leave law and will study this amendment's impact in the 2014 legislative session. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:

(1) "domestic abuse" has the meaning given in section 518B.01;

(2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and

(3) "stalking" has the meaning given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

(d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

(f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

(g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

(h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section

Emergency Days: Up to three (3) working days (non-accumulative) per year may be granted with pay upon approval of District Administration. All such days granted will be deducted from sick leave balance. Days granted will be prorated based on their regular work day; for example, if employed for 6¾ hours per day they would receive up to three (3) 6¾ -hour-days of paid emergency leave per year.

Personal Days: Employee shall be granted three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

If the employee uses three (3) days or less of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to

be reimbursed for that personal day. Reimbursement shall be at the employee's hourly rate. This additional day is non-cumulative so the maximum number of personal days in a given year would be four (4).

Holidays: Employee shall receive Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day and Juneteenth as paid holidays.

Bereavement Leave: In case of death in the immediate family, employee's parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in the case of the death of a spouse or child.

Term Life Insurance: Group term life insurance shall be provided at school district expense in the amount of $50,000.

LTD (Long Term Disability) Coverage: Long-term disability benefits will be provided, according to the terms of the District's Long-Term Disability Policy at employee expense up to 66 2/3% of the employee's basic salary to a maximum benefit of $3,000.00 per month. There shall be an elimination period of 60 working days. Employee shall be required to participate in the group at their own expense. The salary of each employee shall be increased by the cost of their long-term disability premium.

Retirement Severance: Upon retirement, the Employee shall receive severance payment of $~~90~~110/day for each day of unused sick leave, not to exceed 120 days. This benefit is conditional upon the employee being at least fifty-five (55) year of age and having worked for the District for at least ten (10) years, nine months per year, and six (6) hours per day. Employee will receive a straight severance payout. Employee may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance, but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the District's business office.

Dental Insurance: The employee will receive the same benefits as described in the Education Minnesota – Cloquet teacher contract: Article X, Section 2: Benefits, E. Dental Insurance.

Health Reimbursement Arrangement (HRA): If the employee does not qualify for the district contribution towards health insurance, she/he shall receive $600/year in a Health Reimbursement Arrangement (HRA).

IN WITNESS WHEREOF, we have hereto subscribed our names this ~~23rd~~ 10th day of ~~November~~August, 202~~0~~.

Board of Education
Independent School District No. 94

BY:

_____
Chairperson

_____
Clerk

_____
Superintendent

_____
Employee

_____
Home Address

_____
City, State and Zip Code

AGREEMENT
INDEPENDENT SCHOOL DISTRICT NO. 94
CONTRACT FOR DISTRICT PRINT SHOP OPERATOR

I -- PARTIES

The parties to this agreement are Independent School District No. 94, Cloquet, Minnesota (hereinafter referred to as "District"), and Elizabeth Nelson (hereinafter referred to as the "Employee").

II -- TERM

The term of this agreement shall be for the period commencing on July 1, 2026, and terminating on June 30, 2029, or at such other time as otherwise provided herein.

III -- BASIC COMPENSATION

The Employee's compensation for year one (1) of this agreement shall be for 214 part-time work days at 6¾ hours a day, plus eleven holidays with the salary paid as follows:

- 2026-27 $22.23/hour
- 2027-28 To Be Determined (same increase as put on the teachers' salary schedule for 2027-28)
- 2028-29 To Be Determined (same increase as put on the teachers' salary schedule for 2028-29)

The employee shall receive, for years of service to the district, longevity pay of $195 per month for the 11 months worked during each contract year.

IV – DUTIES AND DUTY YEAR

The District Print Shop Operator position is a 225-day contract for the time period August 1, 2026– June 30, 2029. Responsibilities will include District printing duties and other duties as assigned (i.e. – delivering district intra-school mail). The work calendar will be set by the district administration. It is further agreed, between the District and the said Employee that the employee shall faithfully work to the best of his/her ability, accept the employment assignment, and abide by the rules and regulations adopted by the District.

V – BENEFITS

Benefits are listed below. The benefits listed in District Policies 423.0, 423.1, 423.2, 423.3, 423.4, and 423.5 are not considered part of this contract. If employee qualifies for health insurance benefits according to the Affordable Care Act, benefits will be paid according to the District's Health Insurance Plan.

Sick Leave: Employee shall receive thirteen (13) days of paid sick leave per year. Sick leave shall be computed as of July 1 each year. Accumulation of sick leave days is unlimited.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

If misuse of sick leave is suspected, the building administrator will meet with the employee, and may ask for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting.

The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

Note: The 2013 Legislature amended a sick leave law and will study this amendment's impact in the 2014 legislative session. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:

(1) "domestic abuse" has the meaning given in section 518B.01;

(2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and

(3) "stalking" has the meaning given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

(d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

(f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

(g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

(h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section

Emergency Days: Up to three (3) working days (non-accumulative) per year may be granted with pay upon approval of District Administration. All such days granted will be deducted from sick leave balance. Days granted will be prorated based on their regular work day; for example, if employed for 6¾ hours per day they would receive up to three (3) 6¾ -hour-days of paid emergency leave per year.

Personal Days: Employee shall be granted three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

If the employee uses three (3) days or less of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the employee's hourly rate. This additional day is non-cumulative so the maximum number of personal days in a given year would be four (4).

Holidays: Employee shall receive Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day and Juneteenth as paid holidays.

Bereavement Leave: In case of death in the immediate family, employee's parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in the case of the death of a spouse or child.

Term Life Insurance: Group term life insurance shall be provided at school district expense in the amount of $50,000.

LTD (Long Term Disability) Coverage: Long-term disability benefits will be provided, according to the terms of the District's Long-Term Disability Policy at employee expense up to 66 2/3% of the employee's basic salary to a maximum benefit of $3,000.00 per month. There shall be an elimination period of 60 working days. Employee shall be required to participate in the group at their own expense. The salary of each employee shall be increased by the cost of their long-term disability premium.

Retirement Severance: Upon retirement, the Employee shall receive severance payment of $110/day for each day of unused sick leave, not to exceed 120 days. This benefit is conditional upon the employee being at least fifty-five (55) year of age and having worked for the District for at least ten (10) years, nine months per year, and six (6) hours per day. Employee will receive a straight severance payout. Employee may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance, but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the District's business office.

Dental Insurance: The employee will receive the same benefits as described in the Education Minnesota – Cloquet teacher contract: Article X, Section 2: Benefits, E. Dental Insurance.

Health Reimbursement Arrangement (HRA): If the employee does not qualify for the district contribution towards health insurance, she/he shall receive $600/year in a Health Reimbursement Arrangement (HRA).

IN WITNESS WHEREOF, we have hereto subscribed our names this 10th day of August, 2026.

Board of Education
Independent School District No. 94

BY:

_____
Chairperson

_____
Clerk

_____
Superintendent

_____
Employee

_____
Home Address

_____
City, State and Zip Code

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota
August 10, 2026

RESOLVED by_____

That the School Board of Independent School District No. 94 hereby authorizes School Board Chair, LeAnn Butler along with previously approved Superintendent Dr. Michael Cary and Business Manager Dawn Hultgren to utilize the services of the firms Squires, Waldspurger & Mace P.A., Fryberger Law Firm, and other legal firms as deemed necessary during the time period July 1, 2026 – June 30, 2027, as presented.

Motion for the adoption of the foregoing resolution was duly seconded by member _____ and it was declared adopted on the following vote:

	YEA	NAY	
LEANN BUTLER, CHAIR			PASSED: August 10, 2026
MELISSA JUNTUNEN, CLERK			
NICHOLE DIVER, TREASURER			BOARD CHAIR:
DAVE BATTAGLIA			
GARY HUARD			ATTEST (BOARD CLERK):
NATE SANDMAN			

Northern Lights Special Education Cooperative

16 E Hwy 61, Esko, MN 55733
P. 218-655-5018 www.nlsec.org

2026 - 2027
CONTRACT FOR FAMILY SCHOOL SUPPORT WORKER

This agreement entered this 29th day of July 2026, by and between Cloquet ISD #94 (herein referred to as the District) and Carlton County Human Services, Cloquet, MN (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of Nicole Peterson, licensed social worker, to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, social work services are deemed necessary by the child study process and documented in the students' individual education plan (IEP).**

2. **The services provided are necessary for the students to make progress on IEP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Professional Educator Licensing and Standards Board (PELSB) for the necessary service for which they provide. If PELSB doesn't issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The Contractor shall provide a licensed social worker to meet the objectives stated above.**

2. **The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**

3. **Services will be provided at the location where the student attends or the students' homes.**

4. **The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**

5. **The District will purchase these services with an estimated total contract amount of $23,000.00**.
6.
7. **Targeted case management dollars collected by Carlton County for this position have been subtracted from the claim for state special education reimbursement.**

8. **The Contractor will submit billings on a one-time basis at the end of the school year.**

9. **The District shall make payment for services-based receipt of invoice.**

10. **The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**

11. **The Director of Special Education shall be responsible for the oversight of the contracted services contained within this agreement.**

12. **This agreement shall be in force from <u>July 1, 2026</u> to <u>June 30, 2027.</u> Either party shall provide written notice regarding reduction/discontinuation of services hours with a 30-day notice.**

Signed by:

Cloquet ISD #94
302 14th St
Cloquet, MN 55720

By: _____

Date: _____

Signed by:

Carlton County Human Services
14 North 11th Street
Cloquet, MN 55720

By: _____

Date: _____

Northern Lights Special Education Cooperative

16 E Hwy 61, Esko, MN 55733
P. 218-655-5018 www.nlsec.org

2026 - 2027
CONTRACT FOR FAMILY SCHOOL SUPPORT WORKER

This agreement entered this 29th day of July 2026, by and between Cloquet ISD #94 (herein referred to as the District) and Carlton County Human Services, Cloquet, MN (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of Mike Schmidt, licensed social worker, to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, social work services are deemed necessary by the child study process and documented in the students' individual education plan (IEP).**

2. **The services provided are necessary for the students to make progress on IEP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Professional Educator Licensing and Standards Board (PELSB) for the necessary service for which they provide. If PELSB doesn't issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The Contractor shall provide a licensed social worker to meet the objectives stated above.**

2. **The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**

3. **Services will be provided at the location where the student attends or the students' homes.**

4. **The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**

5. **The District will purchase these services with an estimated total contract amount of $30,000.00**

6. **Targeted case management dollars collected by Carlton County for this position have been subtracted from the claim for state special education reimbursement.**

7. **The Contractor will submit billings on a one-time basis at the end of the school year.**

8. **The District shall make payment for services-based receipt of invoice.**

9. **The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**

10. **The Director of Special Education shall be responsible for the oversight of the contracted services contained within this agreement.**

11. **This agreement shall be in force from <u>July 1, 2026</u> to <u>June 30, 2027.</u> Either party shall provide written notice regarding reduction/discontinuation of services hours with a 30-day notice.**

Signed by:

Cloquet ISD #94
302 14th St
Cloquet, MN 55720

By: _____

Date: _____

Signed by:

Carlton County Human Services
14 North 11th Street
Cloquet, MN 55720

By: _____

Date: _____



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Billie Jo Steen ~ Executive Director

2026 - 2027
CONTRACT FOR FAMILY SCHOOL SUPPORT WORKER

This agreement entered this 29th day of July, 2026, by and between Cloquet ISD #94 (herein referred to as the District) and Carlton County Human Services, Cloquet, MN (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of Brenda Denman, licensed social worker, to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, social work services are deemed necessary by the child study process and documented in the students' individual education plan (IEP).**

2. **The services provided are necessary for the students to make progress on IEP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Professional Educator Licensing and Standards Board (PELSB) for the necessary service for which they provide. If PELSB doesn't issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The Contractor shall provide a licensed social worker to meet the objectives stated above.**

2. **The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**

3. **Services will be provided at the location where the student attends or the students' homes.**

4. **The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**

5. **The District will purchase these services with an estimated total contract amount of $30,000.00.**

6. **Targeted case management dollars collected by Carlton County for this position have been subtracted from the claim for state special education reimbursement.**

7. **The Contractor will submit billings on a one-time basis at the end of the school year.**

8. **The District shall make payment for services-based receipt of invoice.**

9. **The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**

10. **The Director of Special Education shall be responsible for the oversight of the contracted services contained within this agreement.**

11. **This agreement shall be in force from <u>July 1, 2026</u> to <u>June 30, 2027.</u> Either party shall provide written notice regarding reduction/discontinuation of services hours with a 30-day notice.**

Signed by:

Cloquet ISD #94
302 14th St
Cloquet, MN 55720

By: _____

Date: _____

Signed by:

Carlton County Human Services
14 North 11th Street
Cloquet, MN 55720

By: _____

Date: _____

Northern Lights Special Education Cooperative

16 E Hwy 61, Esko, MN 55733
P. 218-655-5018 www.nlsec.org

2026 - 2027
CONTRACT FOR FAMILY SCHOOL SUPPORT WORKER

This agreement entered this 29th day of July, 2026, by and between Cloquet ISD #94 (herein referred to as the District) and Carlton County Human Services, Cloquet, MN (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of Amber Male, licensed social worker, to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, social work services are deemed necessary by the child study process and documented in the students' individual education plan (IEP).**

2. **The services provided are necessary for the students to make progress on IEP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Professional Educator Licensing and Standards Board (PELSB) for the necessary service for which they provide. If PELSB doesn't issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The Contractor shall provide a licensed social worker to meet the objectives stated above.**

2. **The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**

3. **Services will be provided at the location where the student attends or the students' homes.**

4. **The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**

5. **The District will purchase these services with an estimated total contract amount of $30,000.00**

6. **Targeted case management dollars collected by Carlton County for this position have been subtracted from the claim for state special education reimbursement.**

7. **The Contractor will submit billings on a one-time basis at the end of the school year.**

8. **The District shall make payment for services-based receipt of invoice.**

9. **The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**

10. **The Director of Special Education shall be responsible for the oversight of the contracted services contained within this agreement.**

11. **This agreement shall be in force from <u>July 1, 2026</u> to <u>June 30, 2027.</u> Either party shall provide written notice regarding reduction/discontinuation of services hours with a 30-day notice.**

Signed by:

Cloquet ISD #94
302 14th St
Cloquet, MN 55720

By: _____

Date: _____

Signed by:

Carlton County Human Services
14 North 11th Street
Cloquet, MN 55720

By: _____

Date: _____

Northern Lights Special Education Cooperative

16 E Hwy 61, P.O. Box 40,
Esko, MN 55733
www.nlsec.org 218-655-5018

Billie Jo Steen - Executive Director

2026 - 2027
CONTRACT FOR SIGN LANGUAGE INTERPRETER

This Agreement, made and effective as of the 1st day of July 2026 by and between Cloquet Public Schools #94 hereinafter referred to as "The District", and the Lighthouse Center for Vital Living, in order to provide Orientation and Mobility or O&M Special Education services to The District, hereinafter referred to as "Provider."

The parties hereto recite and declare as follows:

1. **The District has a need and desire to obtain O&M services in conjunction with its programs and sites to meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, deemed necessary by the child study process and documented in the students' Individual Education Plan (IEP) or Individual Family Service Plan (IFSP).**

2. **The Provider desires to provide the O&M services needed by The District's school Districts.**

3. **The District desires to pay Provider to provide O&M services for students**

WHEREAS, the Provider is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Board of Teaching or the Minnesota Department of Education for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to The District prior to the initiation date of the contract and on an annual basis thereafter. It is understood that from time to time Provider may utilize graduate students in Orientation and Mobility, working under the supervision of fully-certified Lighthouse O&M professionals.

The parties agree that any violation or non-compliance by employee/personnel to perform services under this agreement shall be dealt with by Provider; however The District shall have the right to request removal of any such employee/personnel from performing services under this Agreement.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall be for one year commencing the 1st day of July 2026 through the 30th day of June 2027. This agreement can be renewed, modified, or changed only in written form and by approval by The District and the Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

II. Services To Be Provided by Provider

The Provider shall provide certified Special Education services to meet the objectives stated above on behalf of students with disabilities as defined in the Individuals with Disabilities Education Act.

Services will be provided either in facilities within The District's School Districts, in student's homes, or in the community, determined by the student's IEP.

The District shall provide an atmosphere that is conducive to learning and shall meet the students' special physical, sensory and emotional needs.

III. Payment and Reimbursement

Starting July 1, 2026, the Provider will provide Orientation & Mobility services (including both direct and indirect service, report-writing, scheduling and preparation time, and IEP or other meetings related to the service) throughout the 2026-2027 school year at an hourly rate of $85 per hour (includes service and travel time). The total not to exceed $5,000.

The Provider will submit monthly invoices to The District that reflect service hours by date, student initials and the services provided.

The District shall make payments for services based on receipt of the invoices from The Provider

IV. Other Provisions

The district will provide appropriate liability coverage commensurate with the services Provided.

The District shall be responsible for the oversight of the contracted services contained within this agreement.

Signed by:

Cloquet ISD # 94
302 14th Street
Cloquet, MN 55720

Printed Name: _____

Signature: _____

Date: _____

Signed by:

Lighthouse Center for Vital Living
309 W 1st ST.
Duluth, MN 55802

Printed Name: _____

Signature: _____

Date: _____

Can REQUEST FOR QUOTES TO PROVIDE SNOW REMOVAL SERVICES

Professional Contracted Snow Removal Services
August 10th, 2026

Cloquet Public Schools
Attention: Brock Wilton, Director of Facilities

Garfield Building
302 14th St.
Cloquet, MN 55720

SNOW PLOWING SERVICES

for the period of July 1, 2026, through June 30, 2027
with the option to extend two (2) additional one-year periods by
mutual agreement Independent School District No. 94

1) INFORMATION TO BIDDERS: Sealed bids for Snow Plowing Services for the period of July 1, 2026 through June 30, 2027 will be received at Independent School District No. 94, hereafter called ISD 94, Garfield Administration Building, 302 14th St, Cloquet, MN 55720, up to and until August 20th, 2026 at which time they will be publicly opened. Each bid must be addressed to Brock Wilton, Director of Facilities at ISD 94, at the address aforesaid, and must be in a sealed envelope, clearly marked in the lower left hand corner **"SNOW PLOWING SERVICES"**

2) EXAMINATION OF CONTRACT DOCUMENTS: The bidding documents may be examined and obtained at the office of Central Administration in the Garfield Administration building. The bidders must familiarize themselves with these bidding documents and comply with same. If any inconsistency is discovered in the bidding documents by any bidder, it shall be their duty to advise ISD 94 with respect to the same.
Contractors should visit the sites of the proposed work to investigate the conditions that will be encountered in carrying out the work. Failure to do this will not relieve the contractor from the satisfactory performance of the job. All work shall be completed with good quality workmanship acceptable in the trade.

3) CONTRACT: The successful bidder shall promptly enter into a contract with ISD 94 for the performance of said bid to the satisfaction of ISD 94. No bidder may withdraw their bid for at least forty-five days (45) from the scheduled closing time for receipt of bids.

4) BID RESPONSE FORM: As part of these specifications, there is submitted a Bid Response Form which each bidder must adopt and use. No bid will be considered unless submitted upon said Bid Response Form.
ISD 94 reserves the right to add or delete sites as required throughout the contract. Prices will be adjusted accordingly. ISD 94 reserves the right to award by individual locations or by a "lump sum" award.

5) THE RIGHT TO ACCEPT OR REJECT BIDS: ISD 94 reserves the right to accept or reject any and all bids, and the further right to accept or reject any bid item, choose contractors for particular sites and to waive informalities. ISD 94 further reserves the right to limit the number of sites to any single contractor based upon staffing and equipment availability and capabilities. ISD 94 may also ascertain the qualifications of any contractor by requesting information as to the equipment, staffing, insurance and previous experience in work of this type.

6) INSURANCE REQUIREMENTS: The contractor shall carry valid insurance. At all times, contractor shall maintain and pay for the following insurances and name ISD 94 as an additional insured and shall furnish a certificate of insurance carrier acceptable to ISD 94 and with an A.M. Best rating of "A" or better with in ten (10) days of the execution of this agreement.

Commercial general liability, personal injury, "broad form" property damage, contractual liability, extended liability, and completed operations/products insurance in the amounts not less than one million ($1,000,000) dollars per occurrence. This insurance should cover any and all accident, causalities and occurrences in, on or about, the School Premises which directly or indirectly results from the presence, acts or omissions of contractor, it's employees, agents or independent contractors, or from the presence of their equipment in, on or around, School Premises. This insurance shall be provided in the form of an "occurrence" policy.

Workers' compensation or employer's liability insurance in amounts accordance with applicable law. Such insurance shall cover contractors as well as its agents and employees

Contractor shall also carry comprehensive automobile liability coverage (including contractual liability) in an amount not less than two hundred fifty thousand ($250,000) dollars per person and five hundred thousand ($500,000) dollars per accident resulting in bodily injury, and one hundred thousand ($100,000) dollars property damage.

The insurance certificate furnished to ISD 94 shall provide that no insurance required by the paragraph shall be canceled, terminated, or modified without at least thirty (30) days prior written notice to ISD 94, 302 14th St., Cloquet, Mn 55720.

7) LICENSE REQUIREMENTS: All equipment utilized by the contractor must be operated by properly licensed drivers as required by State laws.
The contractor and equipment shall be properly licensed and registered as required.
Contractor is required to submit a current Certificate of Status from the Minnesota Secretary of State's Office or other similar proof that the bidder is licensed to do business in the State of Minnesota and is currently in good standing.
All bidders must be current on the payment of all applicable taxes, including Social Security taxes, unemployment taxes, payroll taxes, deductions required by law or Medicare, or other federal or state employment taxes. If requested the contractor shall provide a statement regarding the bidder's compliance with this requirement. In addition to the right to reject the bid for failure to comply with this requirement, the District reserves the right to terminate a subsequent contract with the bidder for the bidder's non-payment of any applicable taxes.

8) VENDOR RESTRICTIONS: No purchase shall be made from an employee of ISD 94, nor from a member of the immediate household of an employee. No purchase shall be made from a member of the School Board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

9) NONDISCRIMINATION: The contractor agrees to comply with any applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities, and service. Contractor shall not discriminate in employment or in any aspect of the performance of the contract on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin.

10) AWARD OF CONTRACT: The bid will be awarded to the responsible contractor submitting the low Total Annual Amount of Bid on the attached Bid Comparison Tool Form or may be awarded by site to the bidder submitting the low amount per site. A successful bidder must also fulfill contract and specification requirements. ISD 94 reserves the right to limit the number of sites awarded to any one contractor. Award of contract will be based upon equipment and staffing capabilities as well as cost. The projected number of snowfalls in each snowfall rate is: 1"-3", (8) times per season, 3.01"-6" (8) times per season, 6.01"-9" (2) times a season, 9.01"-12" (1) times a season, above 12.01 (1) time per season. Any intention by awarded contractor to subcontract these services must be disclosed.

11) SCOPE OF WORK: The contractor shall provide all labor, material, equipment, and services necessary for the clearing of snow and sanding and/or salting of parking lots, roadways, and sidewalks at district wide sites listed on Bid Response Form. Services include but are not limited to the following:

One inch (1") or more of snow shall be plowed at each district site as indicated in the Bid Response Form**. No snowfall under one inch (1") will be plowed without explicit instructions from ISD 94 designated representative.**
Accumulated snowfalls that are in excess of one inch (1") will be plowed and will be paid at the applicable rate one time.
Snowfalls that equal less than one (1"), and accumulate to greater than one (1") over

several days and are removed/plowed as stated above will only be paid at the applicable rate one time.

Contractor shall apply sand and/or salt after each time a site is plowed. The cost of this application shall be included in the Bid Response Form for each site. Contractor shall also apply sand and/or salt upon request of ISD 94 at any time. Call outs for sand and/or salt applications when plowing service is not needed shall be billed to the District separate from this agreement.

Snow cannot be piled next to buildings, on walks, or public roadways. Doorways and garages must be kept free of snow piles. All areas indicated, including designated sidewalks must be completed on time as specified to allow payment. Work shall be scheduled for all sites to be completed by 7:00 a.m. The contractor must have available resources to complete the awarded sites within an approximate timeframe of three (3) hours (4:00 AM to 7:00 AM). This will prevent immediate rework in the case of continuing snowfall.

The following website https://w2.weather.gov/climate/ will be utilized to determine amount of daily snowfall and to determine payment. The contractor shall review this web site to familiarize and prepare to utilize information provided.

The contractor is responsible to monitor weather conditions personally, and not rely on media predictions regarding forecasted snowfall. **If the contractor fails to perform awarded work on required days by 7:00 AM, ISD 94 reserves the right to invoice the contractor for snow removal work incurred by other resources, either in house or contracted**.

Weekends and Holidays: ISD 94 will inform the contractor of sites in which snow removal is required for Saturday or weekend activities. This schedule will be given once the work is awarded. Snowfalls that occur after 9:00 PM on Friday USUALLY will not need immediate snow removal until the 7:00 AM completion deadline Monday morning.
Middle and high schools do often have weekend activities, which plowing will be required on weekends as directed by ISD 94. The contractor will be given this information in advance.

The contractor must provide ISD 94 a phone number that is answered 24 hours a day.

All areas to be widened as much as possible so return trips to widen will not be necessary.

As stated above, it is the contractor's responsibility to be aware of snowfall amounts and perform snow plowing as required by weather conditions and as specified in the general conditions.

The contractor shall perform all work in the early morning hours between 4:00 AM with completion prior to 7:00 AM unless otherwise directed by ISD 94.

Contractor shall inform ISD 94 when in their judgment snow should be removed from site. ISD 94 will determine if snow removal shall be done, and this removal will be provided by the contractor and billed separately from this agreement.

ISD 94 may add or delete sites and/or add or remove areas to be plowed, cost shall be negotiated between contractor and ISD 94.

12) EQUIPMENT: The successful contractor(s) shall have sufficient heavy equipment available to complete snow plowing within the specified time frame. Contractor shall list equipment on Bid Response Form.
All equipment furnished under this agreement must be in good operating condition. No pay will be allowed for inability to operate because of mechanical failure.

13) CONTRACT PERIOD: The contract shall be for a period of July 1, 2026 through June 30, 2027.

The contract will be renewable for two (2) additional one-year periods by mutual agreement, subject to the agreement of both parties. The Consumer Price Index, Midwest Urban will be used as the basis for increases in the renewal years with increases calculated from the previous year data.

16) INVOICING & PAYMENT: Invoices received by the district that accurately reflect services rendered will be paid within thirty (30) days from the receipt of an invoice.
Contractor shall submit invoices the beginning of each month for work completed the previous month. Invoices should reflect only work performed.
Contractor shall follow reporting requirements as listed in Section 17.

IMPORTANT INFORMATION

17) REPORTING REQUIREMENTS: After completion of each site, the vendor is required to email Brock Wilton within 24 hours indicating the time of completion and site locations. Brock Wilton's email: **bwilton@isd94.org**
This call is required to facilitate site inspection by ISD 94, and to document the basis for contractor's invoices.
If any items indicated in the "Scope of Work" have not been completed, a call will be made to the contractor.

Once the call is made by ISD 94, the contractor will have four (4) hours to complete the work as required. If the deficiencies are not completed, payment for that site will be adjusted as determined by the School District.

18) DAMAGES: Contractor shall take precautions to prevent any damage to fencing, concrete curb, light poles, signs, trees, etc.
Contractor shall be responsible to identify any damage to above noted items and notify the District prior to snowfall. Any damage discovered during the season or once snow melts will be repaired at the snow removal contractor's expense.

19) TERMINATION: The agreement between the parties may be terminated by either party any time by providing a thirty (30) day written notice. However, ISD 94 may cancel at any time during the contract period for unsatisfactory performance by the contractor.

20) SITE INSPECTION: The contractor shall meet with the representative of ISD 94 prior to beginning work to review the individual sites, establish the condition of the grounds and locate any obstacles.

21) HAZARDOUS MATERIALS: If the contractor should spill any hazardous material on ISD 94 property, ISD 94 Central Administration office shall be notified immediately of the spill. ISD 94 will facilitate the clean-up of any materials, and the contractor will be invoiced for all time, materials, and labor required to conform to EPA guidelines.

22) ADDITIONAL INFORMATION: For additional information, contact Brock Wilton, Director of Facilities and Grounds, direct line: 218-878-3037 and cell: 218-721-7912

Snow Plowing Services
CONTRACTOR CALL OUT PROCEDURES
Independent School District No. 94

Please adhere to the following procedure when determining whether or not snow plowing services are required.

1) Contractor is required to keep in contact with the National Weather Service and when it reports an accumulation of one inch (1") of snow during a snowfall, snow plowing services will be provided prior to the start of the next school day. (see General Conditions)

2) When poor weather (snow) conditions exist and the National Weather Service is not recording one inch (1") or more of snow accumulation, it shall be the responsibility of the contractor to call Brock Wilton and they will advise if ISD 94 is requiring snow plowing services.

3) When poor weather (snow) conditions exist and either one inch (1") of snowfall has not been recorded by the National Weather Service or Brock Wilton is not requesting plowing services, and the contractor believes snow plowing services would be advisable, it shall be the responsibility of the contractor to contact Candace Nelis for further instruction.

PHONE NUMBERS

Brock Wilton **218-721-7912**

Director of Facilities

Dr. Michael Cary **218-310-1547**

Superintendent

BID RESPONSE FORM

SNOW PLOWING SERVICES

for the period of July 1, 2026 through June 30, 2027

Independent School District No. 94

Cloquet, Minnesota 55720 Date: _____

The undersigned, having personally and carefully examined the bidding documents for Snow Plowing Services for the period of July 1, 2026 through June 30, 2027, for ISD 94, Cloquet, Minnesota, filed in the office of the Business Manager for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

	SITE/ADDRESS	1” - 3”	3.01” - 6”	6.01” - 9”	9.01” - 12”	Above 12
1	**Cloquet HS**, 1000 18th St.	$_____	$_____	$_____	$_____	$_____
2	**Cloquet MS**, 2001 Washington Ave.	$_____	$_____	$_____	$_____	$_____
3	**Churchill El**, 515 Granite St.	$_____	$_____	$_____	$_____	$_____
4	**Washington El**, 801 12th St.	$_____	$_____	$_____	$_____	$_____
5	**Garfield Admin**, 302 14th St.	$_____	$_____	$_____	$_____	$_____

Bid Comparison Tool
SNOW PLOWING SERVICES

1” - 3’” total x (8) snowfalls =	$ _____	per annual snowfall rate
3.01” - 6”” total x (8) snowfalls =	$ _____	per annual snowfall rate
6.01” - 9” total x (2) snowfalls =	$ _____	per annual snowfall rate
9.01” - 12” total x (1) snowfalls =	$ _____	per annual snowfall rate
above 12” total x (1) snowfalls =	$ _____	per annual snowfall rate
(total of five line amounts)	$ _____	**Total Annual Amount of Bid**

Total Annual Amount of Bid is based on an estimated number of snowfalls, ISD 94 does not guarantee the minimum or maximum number of snowfalls.

Bidder: _____

List all equipment to be used in performing snow plowing services:
This equipment will be subject to inspection prior to accepting bid

Equipment (type)	Make	Model/Size	Year

List a minimum of four (4) previous projects:

Project/Location	Years	Contact/Phone

Addendum Received: No. 1_____ No. 2_____ No. 3 _____

Authorized Representative Signature	Company Name
Print Name	Company Address
Title	City State Zip
Telephone Number	Fax Number
Primary Contact	Primary Contact Phone Number
Emergency Contact and Phone Number	Correspondence Email Address

Adopted: *5/27/03*

Revised: *5/8/23, 4/28/03*

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two (2) school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two (2) meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted

in an emergency shall expire within one (1) year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is revised with minor, technical changes that do not affect the substance of the policy, the school board directs school district staff to incorporate the technical revisions in the relevant policy.

If a policy is revised because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three (3) years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[NOTE: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two (2) school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two (2) meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one (1) year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is ~~modified~~ revised with minor, technical changes that do not affect the substance of the policy, the school board directs school district staff to incorporate the technical revisions in the relevant policy.

If a policy is revised ~~or~~ because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

[Note: The school board may choose to direct school district staff or the school board's policy committee to incorporate technical revisions, such as statutory references, grammatical improvements, and similar matters without requiring formal school board approval of the technical revision.]

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three (3) years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Adopted: *12/5/95*

Revised: *5/9/22, 12/5/95*

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.

B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the superintendent of schools, 302 14th Street, Cloquet, MN 55720, 218-879-6721. This individual is the school district's appointed ADA/Section 504 coordinator.

E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in employment may be an unfair discriminatory practice under the Minnesota Human Rights Act.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: *12/5/95*

Revised: *5/9/22, 12/5/95*

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.

B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the superintendent of schools, 302 14th Street, Cloquet, MN 55720, 218-879-6721. This individual is the school district's appointed ADA/Section 504 coordinator.

E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in employment may be an unfair discriminatory practice under the Minnesota Human Rights Act.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: *10/22/18, 12/5/95*

Revised: *5/8/23, 10/22/18, 12/17/12,6/22/09, 12/16/96, 11/1/96*

#410 FAMILY AND MEDICAL LEAVE POLICY

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).

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.

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 twelve (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 twelve (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 (7) calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to fifteen (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 twelve (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 (1) or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. 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 (5) 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 fifty (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 twelve (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 (1) 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 Subparagraph 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 fifteen (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 Subparagraph 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 thirty (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 Subparagraph 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. 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 twenty-six (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 twenty-six (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 twelve (12) months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of twenty-six (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 fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Subparagraphs 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 twenty (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 (5) weeks before the end of a semester and it is likely the leave will last at least three (3) 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 (5) 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 (2) weeks or if the employee's return from leave would occur during the last two (2) 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 (3) weeks of the semester and the leave will last more than five (5) 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: 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: None

Adopted: _____ *MSBA/MASA Model Policy 410*
Orig. 1995
Revised: _____ *Rev. 2026*

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 twelve (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 twelve (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 (7) calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to fifteen (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 twelve (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 (1) 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 twelve (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 twelve (12) weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of twenty-four (24) consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least sixty (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 (5) 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 fifty (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 twelve (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 (1) 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 Subparagraph 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 fifteen (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 Subparagraph 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 thirty (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 Subparagraph 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 Subparagraphs 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 twelve (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 twelve (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 twelve (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 twelve (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 twelve (12) months after the child leaves the hospital.~~

B. 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 twenty-six (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 twenty-six (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 twelve (12) months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of twenty-six (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 fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Subparagraphs 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 twenty (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 (5) weeks before the end of a semester and it is likely the leave will last at least three (3) 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 (5) 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 (2) weeks or if the employee's return from leave would occur during the last two (2) 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 (3) weeks of the semester and the leave will last more than five (5) 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.

[NOTE: The school board may choose a review cycle for this policy.]

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: *2/09*

Revised: *2/28/22*

430 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding, and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.

B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.

C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.

D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.

E. Other actions that violate this policy include, but are not limited to, the following:

1. Dating students.

2. Having any interaction/activity of a sexual nature with a student.

3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.

4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.

5. Grooming as prohibited under Minnesota Statutes, section 609.352.

F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.

H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.

B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, 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. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Legal References:
Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
Minn. Stat. § 122A.20, Subd. 2 (Suspension or Revocation of Licenses)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Employment; Contracts; Termination)
Minn. Stat. §§ 609.341-609.352 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
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 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prior Restraint)

Adopted: *2/09*

Revised: *2/28/22*

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MSBA/MASA Model Policy 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prior Restraint)

Adopted: *1/9/96*

Revised: *8/11/25, 9/9/24, 2/13/96, 8/26/96, 5/23/05, 11/22/21*

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities.

Student's Responsibility.

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

Parent or Guardian's Responsibility.

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

Teacher's Responsibility.

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

Administrator's Responsibility.

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar

with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the regulations of the Minnesota Department of Children, Families and Learning and the Minnesota Compulsory Instruction Law, Minnesota Statute, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed the studies ordinarily required to graduate from high school, has withdrawn, or has a valid excuse for absence.

c. The district must count a student as in attendance on each day the student receives supervision, instruction, or services from school staff during scheduled school hours. Minnesota Statutes, section 120A.22 does not remove the school district's responsibility to continue to comply with reporting requirements in Minnesota Statutes, section 126C.05 for the purposes of funding.

d. The principal must issue and keep a record of attendance, under rules established by the school board.

B. Attendance Procedures

Minnesota State Law: "The Minnesota Law provides that every child between seven and sixteen must receive instruction for a period of not less than nine months during any school year, unless the child has completed the studies ordinarily required in the tenth grade and is at least 16 years of age. A student may be excused from attendance by the School Board upon application of his/her parents or guardians on grounds specified in the law."

The Minnesota Department of Children, Families, and Learning regulations require a school to withdraw students after fifteen consecutive days of unexplained absence for state aid purposes.

Attendance will be taken every class period of every school day.

C. Excused Absence

1. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to a truant officer, or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse. Any application made in accordance with the above must be shared with the building principal for approval. The building principal will be responsible for verifying the legitimacy of the request.

2. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

3. The school board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

4. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

a. that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

i. child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth. Parents should make every effort to schedule appointments/treatment outside of the school day. When this cannot be done, a student's absence due to a medical appointment or dental treatment may need to be verified. Parents can verify student illness to the school up to 15 days per year.
ii. the child has a condition that requires ongoing treatment for a mental health diagnosis or
iii. family emergencies;
iv. the death or serious illness or funeral of an immediate family member;

b. that the child has already completed state and district standards required for graduation from high school; or

c. that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause or

d. active duty in any military branch of the United States or

e. Court appearance or

f. Recognized religious holiday observance or

g. College/Technical visits- with prior school approval (High School only) or

h. Vacation with prior school approval or

i. Impassable roads/inclement weather or

j. School related absences (field trip, sport student is involved in, suspension, school-sponsored event, etc.) or

k. In the case of special circumstances, the Administration may approve additional excused absences or

l. other exemptions included in this attendance policy.

D. Prearranged Absences

1. A prearranged absence form must be obtained from the principal's office upon written request from parents.

2. Pre-approval of absence(s) will be made by the building principal and will be arranged with individual teachers.

E. Unexcused Absences

1. An absence from school, class, or assigned detention by a student that was not approved by the parent/guardian and the school from the list above.

2. Absences in which the parent/guardian fails to contact the school within 24 hours of absence.

3. Absences resulting from unexcused tardies.

4. Disciplinary action will result from unexcused absence(s).

F. Tardiness

1. It is the student's responsibility to report to school and class on time.

2. When a student reports to school late he/she must go to the office for a pass.

3. The individual teacher will decide class tardiness.

4. Students who repeatedly break this rule shall be reported to the office for disciplinary action.

G. Participation in Extracurricular Activities and School-Sponsored On-the-Job Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

H. Religious and Cultural Observances Accommodation

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. Requests for accommodations should be directed to the building principal.

I. Checkout Procedures

1. Students who are leaving the building during school hours for any reason must have an Out-of-Building Pass issued from the main office. Parental permission must be obtained before permission is granted.

2. Under no circumstances is a student allowed to leave the building without first checking out through the office (see Open Lunch Policy if it applies to your school). Disciplinary action will be taken for those who violate this policy.

J. Upon Returning to School, Checking In and Checking Out of School

1. The student is to immediately bring a written excuse signed by the parent/guardian to the office indicating the reason for absence(s). A phone call or digital message will be accepted if parent/guardian can be verified.

2. This applies to students who return to school at any time during the day.

3. Disciplinary action will be taken for any student who is tardy or does not check into office upon arrival in school.

K. Consequences of Excessive Absences (Unexcused, Truant, or Excused)

1. After three unexcused absences or a combination of eight total excused and/or unexcused absences from school a letter will be sent home notifying parent/guardian. A copy of this letter will be forwarded to the district's truancy officer. Upon receipt of letter the truancy officer may elect to place student on an attendance contract or meet with parents.

2. After five unexcused absences or a combination of ten total excused and/or unexcused absences from school the truancy officer may elect to send home a letter

notifying parent/guardian that student is determined a continuing truant Minnesota Statute 250A.02, subdivision 3 and request a meeting to address the issue further. Other school officials may be requested to attend this meeting. School services or other outside services will be offered to assist with the problem when appropriate. A parent/student contract may be ordered.

3. If absences still persist the truancy officer may refer the student to the county attorney's office as a habitual truant pursuant to Minnesota Statue 260C.007, subdivision 19. Upon receipt from the truancy officer the county attorney's may elect to file a truancy petition with the district court.

L. Consequences due to Excessive Absences on Student's Grades and School Credit (Unexcused, Truant, or Excused)

1. See respective Student Handbook.

III. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

IV. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes, section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 120A.05, without valid excuse within a single school year for:

1. Three (3) days if the child is in elementary school; or

2. Three (3) or more class periods on three (3) days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes, section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes, chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one (1) day.

C. Habitual Truant

1. A habitual truant is a child who is at least twelve (12) years old and less than eighteen (18) years old who is absent from attendance at school without lawful excuse for one or more class periods on seven (7) school days per school year if the child is in middle school, junior high school, or high school, or a child who is seventeen (17) years of age who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days per school year and who has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8.

   Pursuant to Minnesota Statutes, section 260C.163, subdivision 11, habitual truant also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on a showing by clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes, chapter 260A.

Legal References:

Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA Model Policy 506 (Student Discipline)

Adopted: *1/9/96*

Revised: *8/11/25, 9/9/24, 2/13/96, 8/26/96, 5/23/05, 11/22/21*

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities.

Student's Responsibility.

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

Parent or Guardian's Responsibility.

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

Teacher's Responsibility.

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

Administrator's Responsibility.

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar

with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the regulations of the Minnesota Department of Children, Families and Learning and the Minnesota Compulsory Instruction Law, Minnesota Statute, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed the studies ordinarily required to graduate from high school, has withdrawn, or has a valid excuse for absence.

c. The district must count a student as in attendance on each day the student receives supervision, instruction, or services from school staff during scheduled school hours. Minnesota Statutes, section 120A.22 does not remove the school district's responsibility to continue to comply with reporting requirements in Minnesota Statutes, section 126C.05 for the purposes of funding.

d. The principal must issue and keep a record of attendance, under rules established by the school board.

B. Attendance Procedures

Minnesota State Law: "The Minnesota Law provides that every child between seven and sixteen must receive instruction for a period of not less than nine months during any school year, unless the child has completed the studies ordinarily required in the tenth grade and is at least 16 years of age. A student may be excused from attendance by the School Board upon application of his/her parents or guardians on grounds specified in the law."

The Minnesota Department of Children, Families, and Learning regulations require a school to withdraw students after fifteen consecutive days of unexplained absence for state aid purposes.

Attendance will be taken every class period of every school day.

C. Excused Absence

1. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to a truant officer, or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse. Any application made in accordance with the above must be shared with the building principal for approval. The building principal will be responsible for verifying the legitimacy of the request.

2. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.

3. The school board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

4. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

a. that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:

   i. child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth. Parents should make every effort to schedule appointments/treatment outside of the school day. When this cannot be done, a student's absence due to a medical appointment or dental treatment may need to be verified. Parents can verify student illness to the school up to 15 days per year.
   ii. the child has a condition that requires ongoing treatment for a mental health diagnosis or
   iii. family emergencies;
   iv. the death or serious illness or funeral of an immediate family member;

b. that the child has already completed state and district standards required for graduation from high school; or

c. that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause or

d. active duty in any military branch of the United States or

e. Court appearance or

f. Recognized religious holiday observance or

g. College/Technical visits- with prior school approval (High School only) or

h. Vacation with prior school approval or

i. Impassable roads/inclement weather or

j. School related absences (field trip, sport student is involved in, suspension, school-sponsored event, etc.) or

k. In the case of special circumstances, the Administration may approve additional excused absences or

l. other exemptions included in this attendance policy.

D. Prearranged Absences

1. A prearranged absence form must be obtained from the principal's office upon written request from parents.

2. Pre-approval of absence(s) will be made by the building principal and will be arranged with individual teachers.

E. Unexcused Absences

1. An absence from school, class, or assigned detention by a student that was not approved by the parent/guardian and the school from the list above.

2. Absences in which the parent/guardian fails to contact the school within 24 hours of absence.

3. Absences resulting from unexcused tardies.

4. Disciplinary action will result from unexcused absence(s).

F. Tardiness

1. It is the student's responsibility to report to school and class on time.

2. When a student reports to school late he/she must go to the office for a pass.

3. The individual teacher will decide class tardiness.

4. Students who repeatedly break this rule shall be reported to the office for disciplinary action.

G. Participation in Extracurricular Activities and School-Sponsored On-the-Job Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

H. Religious and Cultural Observances Accommodation

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. Requests for accommodations should be directed to the building principal.

I. Checkout Procedures

1. Students who are leaving the building during school hours for any reason must have an Out-of-Building Pass issued from the main office. Parental permission must be obtained before permission is granted.

2. Under no circumstances is a student allowed to leave the building without first checking out through the office (see Open Lunch Policy if it applies to your school). Disciplinary action will be taken for those who violate this policy.

J. Upon Returning to School, Checking In and Checking Out of School

1. The student is to immediately bring a written excuse signed by the parent/guardian to the office indicating the reason for absence(s). A phone call or digital message will be accepted if parent/guardian can be verified.

2. This applies to students who return to school at any time during the day.

3. Disciplinary action will be taken for any student who is tardy or does not check into office upon arrival in school.

K. Consequences of Excessive Absences (Unexcused, Truant, or Excused)

1. After three unexcused absences or a combination of eight total excused and/or unexcused absences from school a letter will be sent home notifying parent/guardian. A copy of this letter will be forwarded to the district's truancy officer. Upon receipt of letter the truancy officer may elect to place student on an attendance contract or meet with parents.

2. After five unexcused absences or a combination of ten total excused and/or unexcused absences from school the truancy officer may elect to send home a letter notifying parent/guardian that student is determined a continuing truant Minnesota Statute 250A.02, subdivision 3 and request a meeting to address the issue further. Other school officials may be requested to attend this meeting. School services or

other outside services will be offered to assist with the problem when appropriate. A parent/student contract may be ordered.

3. If absences still persist the truancy officer may refer the student to the county attorney's office as a habitual truant pursuant to Minnesota Statue 260C.007, subdivision 19. Upon receipt from the truancy officer the county attorney's may elect to file a truancy petition with the district court.

L. Consequences due to Excessive Absences on Student's Grades and School Credit (Unexcused, Truant, or Excused)

1. See respective Student Handbook.

III. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

IV. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes, section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 120A.05, without valid excuse within a single school year for:

1. Three (3) days if the child is in elementary school; or

2. Three (3) or more class periods on three (3) days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes, section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes, chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one (1) day.

C. Habitual Truant

1. A habitual truant is a child who is at least twelve (12) years old and less than eighteen (18) years old who is absent from attendance at school without lawful excuse for one or more class periods on seven (7) school days per school year if the child is in middle school, junior high school, or high school, or a child who is seventeen (17) years of age who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days per school year and who has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8.

   Pursuant to Minnesota Statutes, section 260C.163, subdivision 11, habitual truant also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on a showing by clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes, chapter 260A.

Legal References:

Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA Model Policy 506 (Student Discipline)

Adopted: *2/11/08, 1/9/96*

Revised: *9/9/24, 8/14/23*

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes, section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may limit the enrollment of nonresident students in its schools or programs to a number not less than the lesser of:

   a. one (1) percent of the total enrollment at each grade level in the school district; or

   b. the number of school district resident students at that grade level enrolled in a nonresident school district according to Minnesota Statutes, section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to Paragraph A., the school district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

C. The parent of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent of a resident

student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting in a nonresident district.

D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application

In addition to the provisions above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault as described in Minnesota Statutes, section 609.223, subdivision 1.

B. Standards that may not be used for rejection of application

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. the student's previous academic achievement;

2. the student's athletic or extracurricular ability;

3. the student's disabling conditions;

4. the student's proficiency in the English language;

5. the student's district of residence, except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.

C. Application

The parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) Application if applicable) developed by MDE and available on its website. The signed application must be submitted by January 15 for initial enrollment beginning the following school year.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 142D.08 to follow the application procedures under Minnesota Statutes, section 124D.03, subdivision 3 to enroll in kindergarten. A school district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 142D.08 or to remain enrolled in the school district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under Minnesota Statutes, section 124D.03, subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the school district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries

1. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The school district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

   a. the student's resident district does not operate a school building;

   b. the municipality is located partially or fully within the boundaries of at least five (5) school districts;

   c. the nonresident district in which the student seeks to enroll operates one (1) or more school buildings within the municipality; and

d. no other nonresident, independent, special, or common school district operates a school building within the municipality.

2. The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

1. Administrator's initial determination

If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review

The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes, section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant under Minnesota Statutes, section 260C.007, subdivision 19, the student has been provided appropriate services for truancy under Minnesota Statutes, chapter 260A, and the student's case has been referred to juvenile court.

A "habitual truant" is a child who is at least twelve (12) years old and less than eighteen (18) years old who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days in a school year if the child is in middle school, junior high school, or high school, or a child who is seventeen (17) years of age who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days in a school year and who has not lawfully withdrawn from school. Pursuant to Minnesota Statutes, section 260C.163, subdivision 11, "habitual truant" also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on a showing by clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

The school district may also terminate the enrollment of a nonresident student over seventeen (17) years of age if the student is absent without lawful excuse for one (1) or more periods on fifteen (15) school days and has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and if the school district reasonably believes that a student does not otherwise meet the residency requirements of the school district in which the student is attending school, the student may be removed from school only after the school district sends the student's parents written notice of the school district's belief including the facts upon which the belief is based, and an opportunity to provide documentary evidence in person to the superintendent or the superintendent's designee, or, at the option of the parents, by sending the documentary evidence to the superintendent, or a designee, who will make a final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Stat. § 142D.08 (Voluntary Prekindergarten Program for Eligible Four-Year-Old Children)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Stat. § 260C.163, Subd. 11 (Hearing)
Minn. Stat. § 609.223, Subd. 1 (Assault in the Third Degree)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

Resources:
Minnesota Department of Education: Open Enrollment (accessed 03/18/26)

509 ENROLLMENT OF NONRESIDENT STUDENTS

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

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes, section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; ~~grade level;~~ or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may ~~only~~ limit the enrollment of nonresident students in its schools or programs to a number not less than the lesser of:

   a. one (1) percent of the total enrollment at each grade level in the school district; or

   b. the number of school district resident students at that grade level enrolled in a nonresident school district according to~~in accordance with~~ Minnesota Statutes, section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to Paragraph A.~~this section~~, the school district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

C. The parent of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent of a resident student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting in a nonresident district.

[NOTE: MDE's *Birth up to Kindergarten Enrollment, Legislative Changes* states, ~~:~~ "There is no standard set for how parents must demonstrate enrollment in a community preschool or childcare setting. We recommend a written policy for this process." A district may choose to insert applicable local provisions here.]

D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

[NOTE: MDE's *Birth up to Kindergarten Enrollment, Legislative Changes* offers the following recommendation: "the non-resident district may elect to allow the child's enrollment status to continue without completing another application. MDE recommends that districts create policies around this election which must be non-discriminatory and in writing." A district may choose to insert applicable local provisions here.]

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application

In addition to the provisions above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault as described in Minnesota Statutes, section 169.223, subdivision 1. ~~involving assaulting another and inflicting substantial bodily harm.~~

B. Standards that may not be used for rejection of application

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. the student's previous academic achievement ~~of a student~~;

2. the student's athletic or extracurricular ability ~~of a student~~;

3. the student's disabling conditions ~~of a student~~;

4. the student's proficiency in the English language;

5. the student's district of residence, except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.

C. Application

The ~~student and~~ parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) Application if applicable) developed by MDE and available on its website. The signed application must be submitted by January 15 for initial enrollment beginning the following school year.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 142D.08~~124D.151~~ to follow the application procedures under Minnesota Statutes, section 124D.03, subdivision 3~~this subdivision~~ to enroll in kindergarten. A school district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 142D.08~~124D.151~~ or to remain enrolled in the school district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under Minnesota Statutes, section 124D.03, subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the school district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries

1. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The school district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

   a. the student's resident district does not operate a school building;

   b. the municipality is located partially or fully within the boundaries of at least five (5) school districts;

   c. the nonresident district in which the student seeks to enroll operates one (1) or more school buildings within the municipality; and

   d. no other nonresident, independent, special, or common school district operates a school building within the municipality.

2. The process for the school district lottery must be established by school board policy and posted on the school district's website.

E. Exclusion

1. Administrator's initial determination

   If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of

whether exclusion proceedings should be initiated.

2. Superintendent's review

The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes, section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant under Minnesota Statutes, section 260C.007, subdivision 19, the student has been provided appropriate services for truancy under Minnesota Statutes, chapter 260A, and the student's case has been referred to juvenile court.

A "habitual truant" is a child who is at least twelve (12) years old and less than eighteen (18) years old~~under seventeen (17) years of age~~ who is absent from attendance at school without lawful excuse ~~for seven (7) school days in a school year if the child is in elementary school or~~ for one (1) or more class periods on seven (7) school days in a school year if the child is in middle school, junior high school, or high school, or a child who is seventeen (17) years of age who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days in a school year and who has not lawfully withdrawn from school. Pursuant to Minnesota Statutes, section 260C.163, subdivision 11, "habitual truant" also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on a showing by clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

The school district may also terminate the enrollment of a nonresident student over seventeen (17) years of age if the student is absent without lawful excuse for one (1) or more periods on fifteen (15) school days and has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8.

A student who has not applied for and been accepted for open enrollment pursuant to this policy and if the school district reasonably believes that a student does not otherwise meet the residency requirements of the school district in which the student is attending school, the student may be ~~for enrollment may be terminated from enrollment and~~ removed from school~~. Prior to removal from school, the school district will send to the student's parents~~ only after the school district sends the student's parents a ~~written~~ notice of the school district's belief ~~that the student is not a resident of the school district. The notice shall~~ including the facts upon which the belief is based, and ~~notice to the parents of their~~ an opportunity to provide documentary evidence~~,~~ in person ~~or in writing, of residency~~ to the superintendent or the superintendent's designee, or, at the option of the parents, by sending the documentary evidence to the superintendent, or a designee, ~~The superintendent or the superintendent's designee~~ who will make ~~the~~ a final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is

placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Stat. § 142D.08 (Voluntary Prekindergarten Program for Eligible Four-Year-Old Children)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Stat. § 260C.163, Subd. 11 (Hearing)
Minn. Stat. § 609.233, Subd. 1 (Assault in the Third Degree)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

Resources:
Minnesota Department of Education: Open Enrollment (accessed 03/18/26)

Adopted: *12/14/15, 10/13/14, 2/14/11, 1/9/1996*

Revised: *9/9/24, 8/14/23, 12/14/15, 10/13/14, 2/14/11*

#515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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. Under federal law, "directory information" 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."

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 postsecondary 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 postsecondary 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 Dr. Michael Cary, Superintendent

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.

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 postsecondary 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 postsecondary 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, 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 United States Code, section 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 postsecondary 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 parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals (34 code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the Commissioner of Minnesota Department 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.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

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 the Minnesota Department 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; or

4. To appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. 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. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, 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.

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.

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 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.

3. 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.

4. 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.

5. 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 paragraph, 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 POSTSECONDARY 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 postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and postsecondary educational institutions, a parent or eligible student must notify the responsible authority, high school principal in writing by September 1st 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 article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this article 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 Article XIII. of this policy.

2. Subdivision A. of this article 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.

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 article 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 article 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.

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 article 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 article 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 article.

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 article.

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 article 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 article 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 Dawn Hultgren, Business Manager,

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 article 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. § 480.40 (Personal Information, Dissemination)
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)

Resources

U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (accessed 01/29/26)

U.S. Department of Education: Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student *(accessed 01/29/26)*

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 01/29/26)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (accessed 01/29/26)

U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (accessed 01/29/26)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (accessed 01/29/26)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data* (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 01/29/26)

PUBLIC NOTICE

Independent School District No. 94 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 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.

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

h. That copies of the school district's policy regarding the protection and privacy of school records are located on our school website.

2. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.

3. Pursuant to applicable law, Independent School District No. 94 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; and other similar information. "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.

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.

4. Pursuant to applicable law, Independent School District No. 94 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, HIGH SCHOOL BUILDING PRINCIPAL, BY SEPTEMBER 1st 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. 94
CLOQUET, MINNESOTA

Cloquet School District # 94
Student Directory Information Declination Form

Parent or Guardian: ONLY complete and return the form on the back side of this page if you DO NOT give your consent for release of School Directory Information.

Dear Parent/Guardian:

The Family Educational Rights and Privacy Act (FERPA) is a federal law that requires the school district, with certain exceptions, to obtain your written consent prior to the disclosure of personally identifiable information from your child's educational records. However, the school may disclose some student information without written consent when the information is designated "Directory Information" unless you have advised the district to the contrary in accordance with district procedures.

Examples of when directory information may be released include but are not limited to the following:

- a playbill or program, showing your child's role in a drama or music production
- the annual yearbook
- honor roll or other recognition lists published at school or in newspapers
- graduation programs
- sports statistics listed in programs, such as football which may include height and weight of team members
- school or district website

Directory Information can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include but are not limited to: Institutions of higher education the student is seeking to attend (transcripts, etc.); scholarship programs; class ring manufacturers; state or federal authorities auditing, evaluating programs, or enforcing state or federal laws; a court by order of a subpoena.

For the Cloquet School District, directory information includes, but is not limited to the following:

- a student's name
- photographs/videos (not surveillance videos)
- date and place of birth
- dates of attendance
- grade level
- participation in activities and sports
- awards, and special recognitions received
- weight/height of athletic team participants
- parents' names, addresses and phone numbers
- most recent previous educational agency or institution attended

If you do not want the district to disclose Directory Information about your child without your prior written consent, you must notify the district in writing by September 30, or within 10 days following your child's enrollment in a Cloquet school.

Please complete the lower portion of this form and return the entire form to your child's school if you do not want your child's directory information disclosed. Once the form has been received by the school administration, you will be contacted to verify that your form has been received.

Parent or Guardian: ONLY complete and return the form on the back side of this page IF you DO NOT give your consent for release of School Directory Information. Use a separate form for each child and return it to their school.

PARENT OPT-OUT FORM FOR RELEASE OF DIRECTORY INFORMATION

Name of student: _____ Date: _____

School/ Grade in which student is enrolled: _____/_____

Name of Parent/Guardian: _____ Telephone #: _____

GENERAL DIRECTIONS FOR OPTING OUT OF RELEASING DIRECTORY INFORMATION

Parent/Guardian: If opting out of release of directory information, please check only ONE of the options below. A new form must be submitted for each child for whom you may want to have opted out of release of directory information. If you are opting out of release of information to military recruiters, you must complete a separate form which may be obtained at your school's office.

I hereby indicated that I do not want my child identified above to have his/her directory information released as per the line checked below.

___ Do not release my student's directory information at any time.

___ Do not release my student's directory information without my prior written consent.

Signature of Parent/Guardian: _____

Address: _____
Street/Apt. # City State Zip

PARENT OPT-OUT FORM FOR RELEASE OF DIRECTORY INFORMATION TO MILITARY RECRUITERS

The above form does not apply for not releasing information to military recruiters. If you do not want directory information released to military recruiters, please complete and sign this portion of the form.

By my signature below, I hereby indicate that I DO NOT my child identified above to have his/her directory information released to military recruiters.

Signature of Parent/Guardian: _____

Date: _____

PARENT/GUARDIAN:

IF YOU HAVE COMPLETED ANY PART OF THE ABOVE FORM, YOU MUST RETURN THIS FORM TO THE PRINCIPAL'S OFFICE AT YOUR CHILD'S SCHOOL.

Adopted: *12/14/15, 10/13/14, 2/14/11, 1/9/1996*

Revised: *9/9/24, 8/14/23, 12/14/15, 10/13/14, 2/14/11*

#515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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. Under federal law, "directory information" 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."

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 Dr. Michael Cary, Superintendent

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.

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, 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 United States Code, section 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 parties~~health authorities~~, including parents or an eligible student, in connection with an emergency if knowledge of ~~to~~ the ~~extent~~information is necessary to protect the health or safety of the student or other individuals (34 code of Federal Regulations, part 99.36) ~~administer immunization programs~~ and for bona fide epidemiologic investigations which the Commissioner of Minnesota Department of Health ~~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.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota

Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

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 the Minnesota Department of Health ~~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; or~~.~~

4. to appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. 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. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, 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.

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.

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 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.

3. 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.

4. 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.

5. 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~~paragraph, 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, high school principal in writing by September 1st 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 articlesection may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this articlesection 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 ArticleSection XIII. of this policy.

2. Subdivision A. of this articlesection 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.

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 article~~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 article~~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.

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 article~~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 article~~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 article~~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 article~~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 article~~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 article~~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 ~~Candace Nelis~~Dawn Hultgren, Business Manager,

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 article~~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. § 480.40 (Personal Information, Dissemination)
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)

Resources

U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy*https://studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpahttps://studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpa (accessed 01/29/26)

U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy*https://studentprivacy.ed.gov/resources/letter-wachter-regarding-surveillance-video-multiple-students (accessed 01/29/26)

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 01/29/26)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy*https://studentprivacy.ed.gov/resources/protecting-student-privacy-while-using-online-educational-services-requirements-and-best (accessed 01/29/26)

U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (accessed 01/29/26)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (accessed 01/29/26)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data*https://www.health.state.mn.us/people/immunize/miic/privacy/ferpa.html (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 01/29/26)

PUBLIC NOTICE

Independent School District No. 94 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 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.

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

h. That copies of the school district's policy regarding the protection and privacy of school records are located on our school website.

2. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.

3. Pursuant to applicable law, Independent School District No. 94 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; and other similar information. "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.

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.

4. Pursuant to applicable law, Independent School District No. 94 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, HIGH SCHOOL BUILDING PRINCIPAL, BY SEPTEMBER 1st 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. 94
CLOQUET, MINNESOTA

Cloquet School District # 94
Student Directory Information Declination Form

Parent or Guardian: ONLY complete and return the form on the back side of this page if you DO NOT give your consent for release of School Directory Information.

Dear Parent/Guardian:

The Family Educational Rights and Privacy Act (FERPA) is a federal law that requires the school district, with certain exceptions, to obtain your written consent prior to the disclosure of personally identifiable information from your child's educational records. However, the school may disclose some student information without written consent when the information is designated "Directory Information" unless you have advised the district to the contrary in accordance with district procedures.

Examples of when directory information may be released include but are not limited to the following:

- a playbill or program, showing your child's role in a drama or music production
- the annual yearbook
- honor roll or other recognition lists published at school or in newspapers
- graduation programs
- sports statistics listed in programs, such as football which may include height and weight of team members
- school or district website

Directory Information can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include but are not limited to: Institutions of higher education the student is seeking to attend (transcripts, etc.); scholarship programs; class ring manufacturers; state or federal authorities auditing, evaluating programs, or enforcing state or federal laws; a court by order of a subpoena.

For the Cloquet School District, directory information includes, but is not limited to the following:

- a student's name
- photographs/videos (not surveillance videos)
- date and place of birth
- dates of attendance
- grade level
- participation in activities and sports
- awards, and special recognitions received
- weight/height of athletic team participants
- parents' names, addresses and phone numbers
- most recent previous educational agency or institution attended

If you do not want the district to disclose Directory Information about your child without your prior written consent, you must notify the district in writing by September 30, or within 10 days following your child's enrollment in a Cloquet school.

Please complete the lower portion of this form and return the entire form to your child's school if you do not want your child's directory information disclosed. Once the form has been received by the school administration, you will be contacted to verify that your form has been received.

Parent or Guardian: ONLY complete and return the form on the back side of this page IF you DO NOT give your consent for release of School Directory Information. Use a separate form for each child and return it to their school.

PARENT OPT-OUT FORM FOR RELEASE OF DIRECTORY INFORMATION

Name of student: _____ Date: _____

School/ Grade in which student is enrolled: _____/_____

Name of Parent/Guardian: _____ Telephone #: _____

GENERAL DIRECTIONS FOR OPTING OUT OF RELEASING DIRECTORY INFORMATION

Parent/Guardian: If opting out of release of directory information, please check only ONE of the options below. A new form must be submitted for each child for whom you may want to have opted out of release of directory information. If you are opting out of release of information to military recruiters, you must complete a separate form which may be obtained at your school's office.

I hereby indicated that I do not want my child identified above to have his/her directory information released as per the line checked below.

___ Do not release my student's directory information at any time.

___ Do not release my student's directory information without my prior written consent.

Signature of Parent/Guardian: _____

Address: _____
Street/Apt. # City State Zip

PARENT OPT-OUT FORM FOR RELEASE OF DIRECTORY INFORMATION TO MILITARY RECRUITERS

The above form does not apply for not releasing information to military recruiters. If you do not want directory information released to military recruiters, please complete and sign this portion of the form.

By my signature below, I hereby indicate that I DO NOT my child identified above to have his/her directory information released to military recruiters.

Signature of Parent/Guardian: _____

Date: _____

PARENT/GUARDIAN:

IF YOU HAVE COMPLETED ANY PART OF THE ABOVE FORM, YOU MUST RETURN THIS FORM TO THE PRINCIPAL'S OFFICE AT YOUR CHILD'S SCHOOL.

Adopted: *4/8/19, 11/26/17, 1/9/96*

Revised: *9/9/24, 5/9/22, 4/8/19, 11/26/17, 1/9/96*

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment;

3. is regarded as having such an impairment; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in education may be an unfair discriminatory practice under the Minnesota Human Rights Act.

III. COORDINATOR

Persons who have questions or comments should contact School Superintendent, Dr. Michael Cary, 302 – 14th Street, Cloquet, MN 55720, 218-879-6721. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint

regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

521 STUDENT DISABILITY NONDISCRIMINATION

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

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment;

3. is regarded as having such an impairment; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in education may be an unfair discriminatory practice under the Minnesota Human Rights Act.

III. COORDINATOR

Persons who have questions or comments should contact **[title, name, office address, and telephone number]**. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)
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Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 7/8/19, 4/22/13, 5/23/95

Revised: 6/12/23, 7/8/19, 4/22/13, 3/27/06, 1/26/98, 4/23/96

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

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

   a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

   b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

   c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

   d. information or materials that could cause damage or danger of disruption to the educational process;

   e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to,

addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with the school district's Protection and Privacy of Pupil Records Policy; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with the school district's Protection and Privacy of Pupil Records policy.

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

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Users will not access, download, or use a school district website, application, software, program, or other service (1) to nudify an image or video; or (2) nudify an image or video on behalf of a user.

    a. "Identifiable individual" means a person that is identifiable:

        (1) from the image itself, by the person depicted in the image, or by another person; or

        (2) from personal information displayed in connection with the image.

    b. "Intimate part" has the meaning given in Minnesota Statutes, section 609.341, subdivision 5.

    c. "Nudify" or "nudified" means the process by which:

        (1) an image or video is altered or generated to depict an intimate part not depicted in an original unaltered image or video of an identifiable individual; and

        (2) the altered or generated image or video is so realistic that a reasonable person would believe that the intimate part belongs to the identifiable individual.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies.

Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices.

If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

a. Information stored on school district diskettes, hard drives, or servers.

b. Information retrieved through school district computers, networks, or online resources.

c. Personal property used to access school district computers, networks, or online resources.

d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within thirty (30) days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in Paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by Paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes, section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in Paragraph C, clause 4, it must, within seventy-two (72) hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within seventy-two (72) hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Minn. Stat. § 325E.91 (Prohibition on Nudification Technology)
Minn. Stat. § 609.341, Subd. 5 (Definitions)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
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Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
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Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
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MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

*If applicable

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

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

In 2025, MSBA published Model Policy 524.5 (Personal Electronic Communication Devices), a stand-along policy for cell phones and similar devices. School districts may adopt Model Policy 524.5 in lieu of establishing cell phone rules in this policy.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

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

   a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

   b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

   c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

   d. information or materials that could cause damage or danger of disruption to the educational process;

   e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   [NOTE: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom

websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with the school district's Protection and Privacy of Pupil Records Policy; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with the school district's Protection and Privacy of Pupil Records policy.

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

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission

of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Users will not access, download, or use a school district website, application, software, program, or other service (1) to nudify an image or video; or (2) nudify an image or video on behalf of a user.

a. "Identifiable individual" means a person that is identifiable:

(1) from the image itself, by the person depicted in the image, or by another person; or

(2) from personal information displayed in connection with the image.

b. "Intimate part" has the meaning given in Minnesota Statutes, section 609.341, subdivision 5.

c. "Nudify" or "nudified" means the process by which:

(1) an image or video is altered or generated to depict an intimate part not depicted in an original unaltered image or video of an identifiable individual; and

(2) the altered or generated image or video is so realistic that a reasonable person would believe that the intimate part belongs to the identifiable individual.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies.

Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices.

If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[NOTE: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes, section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes 125B.15 as follows: "A school district ~~receiving technology revenue under section 125B.26~~ must prohibit, including through use of available software filtering technology or other effective methods, adult access to material that under federal or state law is reasonably believed to be obscene or child pornography."]

ALTERNATIVE NO. 1

[NOTE: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes, section 125B.15.]

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

[NOTE: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

[NOTE: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.]

A. All school district computers with Internet access and available for student use will be

equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

[NOTE: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[NOTE: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the

Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and

dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within thirty (30) days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in Paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by Paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes, section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in Paragraph C, clause 4, it must, within seventy-two (72) hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within seventy-two (72) hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

[NOTE: In 2024, the Minnesota legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones in school by March 15, 2025. This law does not state that school districts must incorporate specific language or provisions in the school district policy.

MSBA recognizes the common practice of setting forth cell phone rules in a student handbook or similar document. This Article directs school administration to establish cell phone rules, which the school board may require be presented to the board for approval. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings. The school board may choose to set forth general principles regarding cell phone use in this Article.

The Minnesota Elementary School Principals Association and the Minnesota Association of Secondary School Principals collaborated to make best practices available to schools on a range of different strategies to achieve the goals stated above.

In 2025, MSBA published Model Policy 524.5 (Personal Electronic Communication Devices), a stand-along policy for cell phones and similar devices. School districts may adopt Model Policy 524.5 in lieu of establishing cell phone rules in this policy.]

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use

screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Minn. Stat. § 325E.91 (Prohibition on Nudification Technology)
Minn. Stat. § 609.341, Subd. 5 (Definitions)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
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*If applicable

Adopted: *10/31/05*

Revised:

530 IMMUNIZATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Paragraph III.A. or III.B., above, or statement of immunization set forth in Article IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

E. The school district may allow a student transferring into a school a maximum of thirty (30) days to submit a statement specified in Paragraph III.A. or III.B., above, or Article IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

B. The parent or guardian of a minor student or an emancipated student submits a notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian, or emancipated student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

A. The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Minnesota Department of Health;

2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;

3. review student health records to determine whether the required information has been provided; and

4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five (5) years after the student attains the age of majority.

B. Student immunization records maintained by the school district are generally considered education records subject to the Family Education Records and Privacy Act (FERPA). The school district may not disclose personally identifiable information (PII), including immunization records, without parent or eligible student consent unless a permissible exception applies.

C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within thirty (30) days of the student's transfer.

D. Upon request of a public or private postsecondary educational institution as defined in Minnesota Statutes, section 135A.14, the designated school district administrator shall assist in the transfer of the student's immunization file to the postsecondary educational institution.

VII. OTHER

Within sixty (60) days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Minnesota Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Minnesota Department of Health.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 144.29 (Health Records; Children of School Age)
Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)

20 U.S.C. § 1232g (Family Educational and Privacy Rights Act)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (July 23, 1980)
Op. Atty. Gen. 169-W (Jan. 17, 1968)

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

Resources: MN Department of Health: School Health Personnel Immunization and Disease Reporting (accessed 12/15/25)

SAMPLE LETTER A

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

[date]

[Parent(s)]
[Address]

Re: Immunizations

Dear Parent:

As you know, school begins on [date]. Before your child, [name of child], can be enrolled, however, we must receive proof that he/she has received immunization against a number of diseases as required by state law or is excepted therefrom. To date, we have no immunization records for your child nor a claim of exception.

Please complete the enclosed form verifying that [name of child] has received the required immunizations, consistent with medically acceptable standards and return the form to [name of school official], *before school begins*. By state law, we cannot allow [name of child] to stay in school longer than thirty days unless we have received proof that he/she has had the required immunizations or is excepted therefrom.

If you cannot submit a statement from a physician or public clinic regarding your elementary or secondary school child, you may submit your own statement on the enclosed form detailing the precise dosages given for each required immunization and the month and year each immunization was given. If you elect to submit your own statement in lieu of one from a health care provider, please contact [name of school official] at [telephone number] to determine the precise vaccinations required for your child, as the requirements vary according to the child's age.

If you are claiming an exception for medical reasons that an immunization is contraindicated or because of your conscientiously held beliefs, you must either submit a statement from a physician stating the immunization is contraindicated or you must submit a notarized statement, signed by you as the parent/guardian, or if the student is an emancipated person, by the emancipated person, stating that the student has not been immunized because of conscientiously held beliefs. The enclosed form may be used for this purpose.

If we do not receive proof of immunization or exception by [date], your child will be sent home from school and discharged from enrollment. It will then be necessary for you to re-enroll the child after immunization requirements have been met before the child can return to school. If you have any questions, please contact [name of school official] at [telephone number].

Thank you for your cooperation.

Very truly yours,

[School District Official]

SAMPLE LETTER B

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]
[date]

[Parent(s)]
[Address]

Re: Immunizations

Dear Parent:

As you know, school began today. To date, we have no immunization records for your child nor any record of a request for an exception. In order for your child, [name of child], to remain enrolled, we must receive proof that he/she has received immunization against a number of diseases as required by state law or that he/she qualifies for one of the statutory exceptions. By this letter, we wish to verify that our records concerning your child are accurate and complete.

Please submit a statement on the enclosed form to [name of school official] from a physician or a public clinic verifying that [name of child] has received the required immunizations, consistent with medically acceptable standards. By state law, we cannot allow [name of child] to stay in school unless we have received proof that he/she has had the required immunizations or has satisfied one of the statutorily recognized exceptions.

If you cannot submit a statement from a physician or public clinic regarding your elementary or secondary school child, you may submit your own statement on the enclosed form detailing the precise dosages given for each required immunization and the month and year each immunization was given. If you elect to submit your own statement in lieu of one from a health care provider, please contact [name of school official] at [telephone number] to determine the precise vaccinations required for your child, as the requirements vary according to the child's age.

If you are claiming an exception for medical reasons that an immunization is contraindicated or because of your conscientiously held beliefs, you must either submit a statement from a physician stating the immunization is contraindicated or you must submit a notarized statement, signed by you as the parent/guardian, or if the student is an emancipated person by the emancipated person, stating that the student has not been immunized because of conscientiously held beliefs. The enclosed form may be used for this purpose.

If you have already submitted a statement to us, please indicate how the statement was submitted (i.e. hand-delivered, mailed), when it was delivered and to whom. It may be necessary for you to obtain a duplicate statement if the original cannot be found. If additional time to obtain a duplicate is required, please so indicate in your response.

If we do not receive proof of immunization or exception by [ten school days], your child will be sent home from school and discharged from enrollment. It will then be necessary for you to re-enroll the child after immunization requirements have been met before the child can return to school. If you have any questions, please contact [name of school official] at [telephone number].

Thank you for your cooperation.

Very truly yours,

[School District Official]

SAMPLE LETTER C

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

[date]

[Parent(s)]
[Address]

Re: Non-Enrollment for Lack of Immunization Proof

Dear Parent:

We are sending your child, [name of child], home today because we have not yet received proof that he or she has received appropriate immunizations or is excepted therefrom. Minnesota law does not allow us to enroll an elementary or secondary school student without proof that the student has received the required immunizations or is excepted therefrom.

As we advised earlier, State law and School District policy allow for a thirty-day grace period and a ten-day due process period during which your child may attend school. Those grace periods have now expired.

[Name of child] may re-enroll as soon as we have received appropriate proof of immunizations. If you have any questions about the proof or the immunizations required, please contact [name of school official] at [telephone number] as soon as possible.

We look forward to having [name of child] back in school soon.

Very truly yours,

[School District Official]

DISTRICT NOTES:

Previous notices sent on _____ by _____

Phone contacts on _____ by _____

_____ by _____

_____ by _____

530 IMMUNIZATION REQUIREMENTS

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

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Paragraph III.A. or III.B., above, or statement of immunization set forth in Article IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any

communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

E. The school district may allow a student transferring into a school a maximum of thirty (30) days to submit a statement specified in Paragraph III.A. or III.B., above, or Article IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

B. The parent or guardian of a minor student or an emancipated student submits a~~his or her~~ notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian, or emancipated student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

A. The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Minnesota Department of Health;

2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;

3. review student health records to determine whether the required information has been provided; and

4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

[Note: See Attachments A, B, C, and D.]

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five (5) years after the student attains the age of majority.

B. Student immunization records maintained by the school district are generally considered education records subject to the Family Education Records and Privacy Act (FERPA). The school district may not disclose personally identifiable information (PII), including immunization records, without parent or eligible student consent unless a permissible exception applies. ~~Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.~~

C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within thirty (30) days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution as defined in Minnesota Statutes, section 135A.14, the designated school district administrator ~~will~~ shall assist in the transfer of the student's immunization file to the post-secondary educational institution.

VII. OTHER

Within sixty (60) days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Minnesota Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Minnesota Department of Health.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 144.29 (Health Records; Children of School Age)
Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
20 U.S.C. § 1232g (Family Educational and Privacy Rights Act)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (July 23, 1980)
Op. Atty. Gen. 169-W (Jan. 17, 1968)

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

Resources: MN Department of Health: School Health Personnel Immunization and Disease Reporting (accessed 12/15/25)

Adopted: *1/9/96*

Revised: *9/9/24, 8/14/23, 5/9/22*

Reviewed: *8/4/25*

613 GRADUATION REQUIREMENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

C. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.

D. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

Middle School Principal shall be named the District Assessment Coordinator and shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with Minnesota Statutes, section 120B.307, subdivision 4, paragraph (d), and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and

2. Consistent with this paragraph and Minnesota Statutes, section 120B.125, age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student under Subparagraph V.A.1. above must receive targeted, relevant, academically rigorous, and resourced instruction, which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

2. Consistent with Minnesota Statutes, sections 120B.13, 120B.30, 124D.09, 124D.091, 124F.08, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.

3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

A. Credit Requirements

1. Four (4) credits of language arts sufficient to satisfy all academic standards in English language arts;

2. Three (3) credits of mathematics sufficient to satisfy all of the academic standards in mathematics;

3. Three (3) credits of science, including one (1) credit to satisfy all the earth and space science standards for grades 9 through 12, one (1) credit to satisfy all the life science standards for grades 9 through 12, and one (1) credit to satisfy all the chemistry or physics standards for grades 9 through 12;

4. Three and one-half (3.5) credits of social studies, encompassing at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

5. One (1) credit in the arts sufficient to satisfy all of the academic standards in the arts;

6. Credit sufficient to satisfy the state standards in physical education; and

7. A minimum of seven (7) elective credits.

8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

B. Credit Equivalencies

1. A one-half (.5) credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may

fulfill a one-half (.5) credit in social studies under Paragraph A.4, above, if the credit is sufficient to satisfy all of the academic standards in economics.

2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3, above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry academic standards or all of the physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2 or Paragraph A.5, above.

4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A.2, above, if the credit meets state academic standards in mathematics.

5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2 or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.

6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must demonstrate their understanding of the following academic standards:

1. School District Standards, Health (K-12);

2. School District Standards, Career and Technical Education (K-12); and

3. School District Standards, World Languages (K-12).

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

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

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

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

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

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

A. All course or standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in postsecondary education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

IX. HIGH SCHOOL DIPLOMA FOR VETERANS

A. Diploma

The school district must, upon a request under Paragraph B. below issue a high school diploma to a veteran as defined in Minnesota Statutes, section 197.447 who was unable to complete their high school education for reasons related or unrelated to their military service, and who served:

1. during the Korean Conflict; or

2. during the Vietnam War.

B. Request

A veteran may request a diploma on their own behalf, or a family member may make a posthumous request on behalf of a deceased veteran or service member. The high school diploma is awarded based on the veteran's knowledge and experience gained while in service, or the veteran's other relevant lived experience. The school district may require the veteran or veteran's requestor to provide evidence that the veteran was a Minnesota public school student or is a current Minnesota resident.

C. No Report Required

The school district is not required to report on diplomas issued under Minnesota Statutes, section 127A.135.

D. Assistance

The Minnesota Department of Veterans Affairs and county veteran service officers may provide assistance to districts fulfilling diploma requests, including but not limited to verification of discharge paperwork.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.13 (Advanced Placement and International Baccalaureate Programs)
Minn. Stat. § 120B.251 (Ethnic Studies Requirements)Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.091 (Concurrent Enrollment Program Aid)
Minn. Stat. § 124F.08 (Education and Employment Transitions Partnerships)
Minn. Stat. § 127A.135 (High School Diploma for Veterans)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0750 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)

Minn. Rules Parts 3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1350 (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 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
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)

Addendum A:

GRADUATION REQUIREMENTS

High school coursework must include at least the minimum state course credit requirements. A course credit is equivalent to one quarter of study, as determined by the ISD 94. Students must complete a minimum of 23 quarter credits in the following areas:

Subject	Credits	Notes
Arts	1.0	Students can fulfill the Arts credit through a variety of classes. This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
English	4.0	
Math	3.0	Students must complete Higher Algebra, an equivalent, or higher level, as part of the three-credit requirement.
Business	.5	Personal Finance is a required class in the student's senior year.
Science	3.0	One credit must be in Exploring Earth Systems, and one credit must be earned in Biology, and one credit must be earned in Chemistry.
Health	.5	Health Education is a required class during the students' ninth grade year. Students do not register for Health; all students are automatically enrolled.
Career & Technical Education	.5	This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
Physical Education	1.0	This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
Social Studies	4.0	
Electives	5.5	Local School Board determines configuration of Elective credit requirements
Total Credits Required	**23**	

FOUR YEAR GRADUATION PLAN

Grade 9	Grade 10
• Mathematics (Full Year) • English 9 (Full Year) • World History (Full Year) • Exploring Earth Systems (Full Year) • Health (1 Semester) • Elective(s)	• Mathematics (Full Year) • English 10 (Full Year) • United States History (Full Year) • Biology (Full Year) • Elective(s)
Grade 11	**Grade 12**
• Mathematics (Full Year) • English 11A (American Literature) (Full Year) • English 11B (Writing/Speech) (Full Year) • World Challenges (Full Year) • Chemistry (Full Year) • Elective(s)	• American Government (1 Semester) • Economics (1 Semester) • English (Full Year) • Personal Finance (1 Semester) • Elective(s)

**Four years of math and/or science may be required for entrance into certain colleges or universities. Please contact the admissions office of the college of choice for admission requirements.*

- 1 year (2 semesters) = 1.0 credit
- ½ year (1 semester) = .5 credit

613 GRADUATION REQUIREMENTS

[NOTE: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

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

B. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

C. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.

D. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

Middle School Principal shall be named the District Assessment Coordinator and~~. Said person~~ shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with Minnesota Statutes, section 120B.307, subdivision 4,

paragraph (d), and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and.

2. Consistent with this paragraph and Minnesota Statutes, section 120B.125, age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student under Subparagraph V.A.1. above must receive targeted, relevant, academically rigorous, and resourced instruction, which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

2. Consistent with Minnesota Statutes, sections 120B.13, 120B.30, 124D.09, 124D.091, 124F.08, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.

~~**[NOTE: The 2025 Minnesota legislature renumbered the statutory reference above.]**~~

3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

A. Credit Requirements

1. Four (4) credits of language arts sufficient to satisfy all academic standards in English language arts;

2. Three (3) credits of mathematics sufficient to satisfy all of the academic standards in mathematics;

3. Three (3) credits of science, including one (1) credit to satisfy all the earth and space science standards for grades 9 through 12, one (1) credit to satisfy all the life science standards for grades 9 through 12, and one (1) credit to satisfy all the chemistry or physics standards for grades 9 through 12;

4. Three and one-half (3.5) credits of social studies, encompassing at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

5. One (1) credit in the arts sufficient to satisfy all of the academic standards in the arts;

6. Credit sufficient to satisfy the state standards in physical education; and

7. A minimum of seven (7) elective credits.

8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

B. Credit Equivalencies

1. A one-half (.5) credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half (.5) credit in social studies under Paragraph A.4, above, if the credit is sufficient to satisfy all of the academic standards in economics.

2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3, above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry academic standards or all of the physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2 or Paragraph A.5, above.

4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A.2, above, if the credit meets state academic standards in mathematics.

5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2 or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.

6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards.

An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must demonstrate their understanding of the following academic standards:

1. School District Standards, Health (K-12);

2. School District Standards, Career and Technical Education (K-12); and

3. School District Standards, World Languages (K-12).

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

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

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

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

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

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

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

A. All course or standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

IX. HIGH SCHOOL DIPLOMA FOR VETERANS

A. Diploma

The school district must, upon a request under Paragraph B. below issue a high school diploma to a veteran as defined in Minnesota Statutes, section 197.447 who was unable to complete their high school education for reasons related or unrelated to their military service, and who served:

1. during the Korean Conflict; or

2. during the Vietnam War.

B. Request

A veteran may request a diploma on their own behalf, or a family member may make a posthumous request on behalf of a deceased veteran or service member. The high school diploma is awarded based on the veteran's knowledge and experience gained while in service, or the veteran's other relevant lived experience. The school district may require the veteran or veteran's requestor to provide evidence that the veteran was a Minnesota public school student or is a current Minnesota resident.

C. No Report Required

The school district is not required to report on diplomas issued under Minnesota Statutes, section 127A.135.

D. Assistance

The Minnesota Department of Veterans Affairs and county veteran service officers may provide assistance to districts fulfilling diploma requests, including but not limited to verification of discharge paperwork.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.13 (Advanced Placement and International Baccalaureate Programs)
Minn. Stat. § 120B.251 (Ethnic Studies Requirements)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.091 (Concurrent Enrollment Program Aid)
Minn. Stat. § 124F.08 (Education and Employment Transitions Partnerships)
Minn. Stat. § 127A.135 (High School Diploma for Veterans)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through

Grade 12)
Minn. Rules Parts 3501.0750 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1350 (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 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
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)

Addendum A:

GRADUATION REQUIREMENTS

High school coursework must include at least the minimum state course credit requirements. A course credit is equivalent to one quarter of study, as determined by the ISD 94. Students must complete a minimum of 23 quarter credits in the following areas:

Subject	Credits	Notes
Arts	1.0	Students can fulfill the Arts credit through a variety of classes. This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
English	4.0	
Math	3.0	Students must complete Higher Algebra, an equivalent, or higher level, as part of the three-credit requirement.
Business	.5	Personal Finance is a required class in the student's senior year.
Science	3.0	One credit must be in Exploring Earth Systems, and one credit must be earned in Biology, and one credit must be earned in Chemistry.
Health	.5	Health Education is a required class during the students' ninth grade year. Students do not register for Health; all students are automatically enrolled.
Career & Technical Education	.5	This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
Physical Education	1.0	This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
Social Studies	4.0	
Electives	5.5	Local School Board determines configuration of Elective credit requirements
Total Credits Required	**23**	

FOUR YEAR GRADUATION PLAN 282

Grade 9	Grade 10
• Mathematics (Full Year) • English 9 (Full Year) • World History (Full Year) • Exploring Earth Systems (Full Year) • Health (1 Semester) • Elective(s)	• Mathematics (Full Year) • English 10 (Full Year) • United States History (Full Year) • Biology (Full Year) • Elective(s)
Grade 11	**Grade 12**
• Mathematics (Full Year) • English 11A (American Literature) (Full Year) • English 11B (Writing/Speech) (Full Year) • World Challenges (Full Year) • Chemistry (Full Year) • Elective(s)	• American Government (1 Semester) • Economics (1 Semester) • English (Full Year) • Personal Finance (1 Semester) • Elective(s)

**Four years of math and/or science may be required for entrance into certain colleges or universities. Please contact the admissions office of the college of choice for admission requirements.*

- 1 year (2 semesters) = 1.0 credit
- ½ year (1 semester) = .5 credit

Adopted: *3/30/20*

Revised: *9/9/24, 5/9/22, 3/30/20*

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. The federal Every Student Succeeds Act (ESSA) and Minnesota statutes require that public school students be assessed annually in reading, mathematics, and science. The Minnesota Comprehensive Assessment (MCA), the Minnesota Test of Academic Skills (MTAS), and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments used to meet this requirement.

The MCA and MTAS/Alt MCA are criterion-referenced assessments, which means they measure a snapshot of student learning of a fixed set of criteria: the Minnesota Academic Standards. The Minnesota K–12 Academic Standards are revised every ten (10) years, according to a schedule determined by the state legislature. When standards are updated, the statewide assessments are also updated with a new series to align to the new standards. The new assessments are administered when the new academic standards are fully implemented.

B. The Minnesota Test of Academic Skills (MTAS) and the Alternate Minnesota Comprehensive Assessment (Alt MCA)

1. The Minnesota Test of Academic Skills (MTAS) and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments designed for, and limited to, students with the most significant cognitive disabilities. They are designed to measure student progress toward Minnesota's academic standards and meet the requirements of the Elementary and Secondary Education Act (ESEA). Students who receive special education services and meet the eligibility criteria may take the MTAS/Alt MCA.

2. In compliance with the transition to new Minnesota academic standards, the Minnesota Department of Education (MDE) is developing alternative assessments, the Alt MCA, to replace the MTAS, according to the following schedule:

a. Science Alternate MCA (2024-25 school year);

b. Reading Alternate MCA (2025-26 school year); and

c. Mathematics Alternate MCA (2027-28 school year).

III. DEFINITIONS

A. Most Significant Cognitive Disability

This term describes students whose cognitive impairments may prevent them from attaining grade-level achievement standards, even with the very best instruction. IEP teams may use the following characteristics to identify if a student has a most significant cognitive disability:

1. The student's cognitive functioning is significantly below age expectations. The IEP team can determine that a student may be significantly below the average cognitive functioning of typically developing peers by

   a. a standardized norm-referenced measure of cognitive functioning, or

   b. when formal cognitive assessments are inappropriate, invalid or documented in other ways, other data-based measures may be used to document functioning significantly below age expectations as referenced in the Individuals with Disabilities Education Act (IDEA).

2. The student's disability has a significant impact on their ability to function in multiple environments, including home, school and community.

3. The student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain and generalize academic and life skills to actively participate in school, work, home and community environments.

B. Other key terms are defined in the current MDE *Procedures Manual for the Minnesota Assessments* (see Resources).

IV. ALTERNATIVE ASSESSMENT

A. Initial Steps

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided.

3. The IEP team must first consider the student's ability to participate in the MCA, with or without accommodations. The IEP team must document, in the IEP, the

reasons why the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

If the IEP team establishes that the MCA is not an appropriate measure of the student's knowledge and skills on grade-level content standards, even when the student is provided allowable and appropriate accommodations, the IEP team may consider the administration of an alternate assessment.

4. Participation decisions will be made separately for mathematics, reading, and science. Participation decisions must be made annually and documented in a student's IEP.

B. Alternate Assessment Eligibility Requirements

1. For a student with a significant cognitive disability to be eligible for an alternative assessment, the IEP team must determine that the following are true:

   a. the student's cognitive functioning to be significantly below age expectations;

   b. the student's disability has a significant impact on their ability to function in multiple environments, including home, school, and community; and

   c. the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills to actively participate in school, work, home, and community environments.

2. Alternate assessment participation decisions must not be made on the following factors:

   a. Student's disability category as defined in Minnesota Rules, part 3525.1325-1348;

   b. Educational environment or instructional setting;

   c. Participation in a separate, specialized curriculum;

   d. An expectation that the student will receive a low score on the MCA;

   e. Language, social, cultural, or economic differences;

   f. Concern for participation rate calculations at the district level.

V. ALTERNATE ACCESS FOR ELs

A. ACCESS for ELs

1. All English learners in grades K–12 in public schools are required to participate annually in an English language proficiency assessment. With very few exceptions, all English learners take the ACCESS for ELs.

   Minnesota students identified as English learners (ELs) require an additional assessment to determine their progress toward English language proficiency. These students take the WIDA ACCESS assessment annually. English learners who receive special education services and meet alternate assessment participation guidelines may take the WIDA Alternate ACCESS.

   The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing. Some students with significant cognitive disabilities may be eligible to take the Alternate ACCESS for ELLs instead of the ACCESS for ELL.

B. Eligibility Requirements

1. The student is identified as an English learner (EL) and is reported as EL in student enrollment data submitted in the Minnesota Automated Reporting Student System (MARSS);

2. The student must have a most significant cognitive disability;

3. The student cannot meaningfully participate in the WIDA ACCESS, even with allowable accommodations.

4. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

C. Alternate ACCESS participation decisions must not be made on the following factors:

1. The student's disability category alone;

2. The student's placement or instructional setting;

3. The student's language background, or other social, cultural, or economic factors;

4. An expectation that the student will receive a low score on the WIDA ACCESS ; and

5. A desire to simplify test administration, which may include behavioral concerns or anticipated emotional distress.

VI. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and Guidelines for Administration of Accommodations and Linguistic Supports.

VII. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

Resources:
Minnesota Department of Education (MDE): Alternate Assessments (accessed 12/31/25)
MDE: Statewide Assessments Policies and Procedures (accessed 12/31/25)
MDE: Eligibility Requirements and Decision-Making Tool for Minnesota Alternative Assessment (MTAS/Alternate MCA) (accessed 12/31/25)
MDE: English Learner Education (accessed 1/1/26)
MDE: Minnesota's Assessments for English Learners (accessed 1/1/26)
WIDA: WIDA Alternate ACCESS Participation Decision Tree (accessed 1/1/26)

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. The federal Every Student Succeeds Act (ESSA) and Minnesota statutes require that public school students be assessed annually in reading, mathematics, and science. The Minnesota Comprehensive Assessment (MCA), the Minnesota Test of Academic Skills (MTAS), and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments used to meet this requirement.

The MCA and MTAS/Alt MCA are criterion-referenced assessments, which means they measure a snapshot of student learning of a fixed set of criteria: the Minnesota Academic Standards. The Minnesota K–12 Academic Standards are revised every ten (10) years, according to a schedule determined by the state legislature. When standards are updated, the statewide assessments are also updated with a new series to align to the new standards. The new assessments are administered when the new academic standards are fully implemented.

B. The Minnesota Test of Academic Skills (MTAS) and the Alternate Minnesota Comprehensive Assessment (Alt MCA)

1. The Minnesota Test of Academic Skills (MTAS) and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments designed for, and limited to, students with the most significant cognitive disabilities. They are designed to measure student progress toward Minnesota's academic standards and meet the requirements of the Elementary and Secondary Education Act (ESEA). Students who receive special education services and meet the eligibility criteria may take the MTAS/Alt MCA.

2. In compliance with the transition to new Minnesota academic standards, the Minnesota Department of Education (MDE) is developing alternative assessments, the Alt MCA, to replace the MTAS, according to the following schedule:

a. Science Alternate MCA (2024-25 school year);

b. Reading Alternate MCA (2025-26 school year); and

c. Mathematics Alternate MCA (2027-28 school year).

III. DEFINITIONS

A. Most Significant Cognitive Disability

This term describes students whose cognitive impairments may prevent them from attaining grade-level achievement standards, even with the very best instruction. IEP teams may use the following characteristics to identify if a student has a most significant cognitive disability:

1. The student's cognitive functioning is significantly below age expectations. The IEP team can determine that a student may be significantly below the average cognitive functioning of typically developing peers by

   a. a standardized norm-referenced measure of cognitive functioning, or

   b. when formal cognitive assessments are inappropriate, invalid or documented in other ways, other data-based measures may be used to document functioning significantly below age expectations as referenced in the Individuals with Disabilities Education Act (IDEA).

2. The student's disability has a significant impact on their ability to function in multiple environments, including home, school and community.

3. The student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain and generalize academic and life skills to actively participate in school, work, home and community environments.

B. Other key terms are defined in the current MDE *Procedures Manual for the Minnesota Assessments* (see Resources).

IV. ALTERNATIVE ASSESSMENT

A. Initial Steps

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided.

3. The IEP team must first consider the student's ability to participate in the MCA, with or without accommodations. The IEP team must document, in the IEP, the reasons why the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

If the IEP team establishes that the MCA is not an appropriate measure of the student's knowledge and skills on grade-level content standards, even when the student is provided allowable and appropriate accommodations, the IEP team may consider the administration of an alternate assessment.

4. Participation decisions will be made separately for mathematics, reading, and science. Participation decisions must be made annually and documented in a student's IEP.

B. Alternate Assessment Eligibility Requirements

1. ~~The following requirements must be met f~~For a student with a significant cognitive disability to be eligible for an alternative assessment, the IEP team must determine that the following are true:

a. the student's cognitive functioning to be significantly below age expectations;

b. the student's disability has a significant impact on their~~his or her~~ ability to function in multiple environments, including home, school, and community; and

c. the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills ~~in order~~ to actively participate in school, work, home, and community environments.~~;~~

~~(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.~~

2. Alternate assessment~~MTAS~~ participation decisions must not be made on the following factors:

a. Student's disability category as defined in Minnesota Rules, part 3525.1325-1348;

b. ~~Placement~~Educational environment or instructional setting;

c. Participation in a separate, specialized curriculum;

d. An expectation that the student will receive a low score on the MCA;

e. Language, social, cultural, or economic differences;

f. Concern for participation rate~~accountability~~ calculations at the district level.

V. ALTERNATE ACCESS FOR ELs

A. ACCESS for ELs

1. All English learners in grades K–12 in public schools are required to participate annually in an English language proficiency assessment. With very few exceptions, all English learners take the ACCESS for ELs.

   Minnesota students identified as English learners (ELs) require an additional assessment to determine their progress toward English language proficiency. These students take the WIDA ACCESS assessment annually. English learners who receive special education services and meet alternate assessment participation guidelines may take the WIDA Alternate ACCESS.

   The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing. Some students with significant cognitive disabilities may be eligible to take the Alternate ACCESS for ELLs instead of the ACCESS for ELL.

B. Eligibility Requirements

1. The student is identified as an English learner (EL) and is reported as EL in student enrollment data submitted in the Minnesota Automated Reporting Student System (MARSS); ~~in order to take an English language proficiency assessment.~~

2. The student must have a most significant cognitive disability; ~~. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.~~

3. The student cannot meaningfully participate in the WIDA ACCESS, even with allowable accommodations.

4. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

C. Alternate ACCESS participation decisions must not be made on the following factors:

1. The student's disability category alone;

2. The student's placement or instructional setting;

3. The student's language background, or other social, cultural, or economic factors;

4. An expectation that the student will receive a low score on the WIDA ACCESS ~~for ELs~~; and

5. A desire to simplify test administration, which may include behavioral concerns or anticipated emotional distress.

~~C. EL Students New to the United States~~

~~EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).~~

VI. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and Guidelines for Administration of Accommodations and Linguistic Supports.

VII. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

Resources:
Minnesota Department of Education (MDE): Alternate Assessments (accessed 12/31/25)
MDE: Statewide Assessments Policies and Procedures (accessed 12/31/25)
MDE: Eligibility Requirements and Decision-Making Tool for Minnesota Alternative Assessment (MTAS/Alternate MCA) (accessed 12/31/25)
MDE: English Learner Education (accessed 1/1/26)
MDE: Minnesota's Assessments for English Learners (accessed 1/1/26)
WIDA: WIDA Alternate ACCESS Participation Decision Tree (accessed 1/1/26)

Adopted: *10/14/19, 4/13/98*

Revised: *9/9/24, 8/14/23, 5/9/22, 10/14/19*

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; 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; and prepare students to be lifelong learners.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the District Advisory Committee (DAC).

2. The improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be

developed through an education effectiveness program or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

C. Implementation of Graduation Requirements

1. The school district shall establish a District Advisory Committee (DAC) which shall advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments.

D. District Advisory Committee (DAC)

1. By December of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The District Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:

a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;

b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

d. Advising the school board about development of the annual budget.

3. The Advisory Committee shall meet the following criteria:

   a. The Advisory Committee shall ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and school academic standards consistent with Minnesota Statutes, section 120B.11, subdivision 2.

   b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. Translation services should be provided to the extent appropriate and practicable.

5. The Advisory Committee shall meet the regularly throughout the school year (typically monthly) to complete its assigned purpose.

E. Reporting.

Consistent with Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines.

The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner required under Minnesota Statues, section 120B.11, subdivision 5.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-12100 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13 (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 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
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 617 (School District Ensurance of Preparatory and High School Standards)
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)

Adopted: *10/14/19, 4/13/98*

Revised: *9/9/24, 8/14/23, 5/9/22, 10/14/19*

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III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; 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; and prepare students to be lifelong learners.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the District Advisory Committee (DAC).

2. The improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be

developed through an education effectiveness program or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

C. Implementation of Graduation Requirements

1. The school district shall establish a District Advisory Committee (DAC) which shall advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments.

D. District Advisory Committee (DAC)

1. By December of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The District Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:

a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;

b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

d. Advising the school board about development of the annual budget.

3. The Advisory Committee shall meet the following criteria:

   a. The Advisory Committee shall ensure active community participation in all phases of planning ~~for~~and improving the instruction and curriculum affecting state and school academic standards consistent with Minnesota Statutes, section 120B.11, subdivision 2~~Graduation Standards~~.

   b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. ~~The Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community.~~

45. Translation services should be provided to the extent appropriate and practicable.

56. The Advisory Committee shall meet the regularly throughout the school year (typically monthly) to complete its assigned purpose.

E. Reporting.

Consistent with Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines.

The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner required under Minnesota Statues, section 120B.11, subdivision 5.

Legal References:
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Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
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Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12~~the Arts~~)
Minn. Rules Parts ~~3501.0900-~~3501.0960 (Academic Science Standards for Kindergarten through Grade 12 ~~in Science~~)
Minn. Rules Parts 3501.1200-12100 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13~~00-3501.1345~~ (Academic Standards for Social Studies)
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Cross References:
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MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: *8/14/23*

Revised: *12/08/25, 8/11/25*

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in Minnesota Statutes, section 120B.119, subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy.

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's

implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" and “receptive language,” includes speaking and listening, and consists of five (5) components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. “Parent” means a student’s parent or legal guardian.

I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help

beginning readers derive meaning through intentional, problem-solving thinking processes.

M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grade-level proficiency. The screener must be one of the screening tools approved by MDE.

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V. below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills..

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school 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 multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted 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.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student 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.

F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps

and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must 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.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have 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. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted an MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

a. students in kindergarten through grade 3;

b. students who demonstrate characteristics of dyslexia; and

c. students in grades 4 to 12 who are identified as not reading at grade level;

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98;

13. beginning on December 31, 2025, for a district with a dual language immersion program:

a. the program's partner language;

b. grade levels included in the program;

c. the language used to screen students' foundational reading skills;

d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level, and

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota

Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August

30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

621 LITERACY AND THE READ ACT

[NOTE: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.118 to 120B.124.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in Minnesota Statutes, section 120B.119, subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board ~~as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher,~~ who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. ~~A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.~~

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the

Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" ~~or~~ and "receptive language," includes speaking and listening, and consists of five (5) components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grade-level proficiency. The screener must be one of the screening tools approved by MDE.

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V. below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. ~~For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills~~.

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school 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 multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted 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.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in

evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student 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.

F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must 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.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have 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. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted an MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

   a. students in kindergarten through grade 3;

   b. students who demonstrate characteristics of dyslexia; and

   c. students in grades 4 to 12 who are identified as not reading at grade level;

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; ~~and~~

13. beginning on December 31, 2025, for a district with a dual language immersion program:

   a. the program's partner language;

   b. grade levels included in the program;

   c. the language used to screen students' foundational reading skills;

   d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

   e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level, and~~.~~

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.23, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
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Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

Adopted: *4/28/08, 4/9/96*

Revised: *5/23/11, 4/28/08*

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENTS

A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.

B. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.

C. Prior to July 1 of each year, the school board must approve and adopt its revenue and expenditure budgets for the next school year. The budget document so adopted must be considered an expenditure-authorizing or appropriations document. No funds shall be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.

D. Each year, the school district must publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement must be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes, section 123B.10.

E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

F. The school district must also post the materials specified in Paragraph III.D. above in a conspicuous place on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.

B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.

D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.

E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

Adopted: _____ *MSBA/MASA Model Policy 701*
Orig. 1995
Revised: _____ *Rev. 2026*

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[NOTE: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENTS

A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. ~~The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.~~ When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.

B. ~~The school district must maintain separate accounts to identify revenues and expenditures for each building.~~ Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.

C. Prior to July 1 of each year, the school board mustshall approve and adopt its ~~initial~~ revenue and expenditure budgets for the next school year. The ~~adopted expenditure~~ budget document so adopted mustshall be considered ~~the school board's~~an expenditure-authorizing or appropriations documentauthorization ~~for that school year~~. No funds ~~may~~ shall be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.

D. Each year, the school district ~~shall~~ must publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement ~~shall~~ must be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. ~~A summary of this information and~~

~~the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district.~~ At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes, section 123B.10.

E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

F. The school district must also post the materials specified in Paragraph III.D. above in a conspicuous place on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.

B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.

D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.

E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

Adopted: *1/27/20, 10/11/94*

Revised: *12/08/25, 8/11/25, 9/9/24, 8/14/23, 6/12/23, 1/27/20, 11/25/19*

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
   a. transportation by school bus is a privilege, not a right;
   b. school district policies for student conduct and school bus safety;
   c. appropriate conduct while on the bus;
   d. the danger zones surrounding a school bus;
   e. procedures for safely boarding and leaving a school bus;
   f. procedures for safe vehicle lane crossing; and
   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four (4) weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of fifteen (15) is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop five (5) minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (grades K-6)

1st offense warning

2nd offense three (3) school-day suspension from riding the bus

3rd offense	five (5) school-day suspension from riding the bus
4th offense	ten (10) school-day suspension from riding the bus/meeting with parent
Further offenses	individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (grades 7-12)

1st offense	warning
2nd offense	five (5) school-day suspension from riding the bus
3rd offense	ten (10) school-day suspension from riding the bus
4th offense	twenty (20) school-day suspension from riding the bus/meeting with parent
5th offense	suspended from riding the bus for the remainder of the school year

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two (2) weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children at the bus stop five (5) minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraph VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within thirty (30) days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of fifteen (15) miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within thirty (30) days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked,

or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten (10) days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety's *Minnesota Model School Bus Driver Training Program*. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the *Minnesota Model School Bus Driver Training Program*.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the *Minnesota Model School Bus Driver Training Program*.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71:

"School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of ten (10) or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of ten (10) or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. Body fluids cleanup kit

       A body fluids cleanup kit is required. The kit must be contained in a removable, moisture- and dust-proof container mounted in an accessible place within the driver's compartment and must be marked to indicate the kit's identity.

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of ten (10) or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pre-trip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within ten (10) days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five (5) years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within three (3) years of the first of three (3) other moving offenses is precluded from operating a type III vehicle for one (1) year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, subdivision 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from Subparagraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's *Guideline for the Safe Transportation of Pre-school Age Children in School Buses*, if child safety restraints are used by passengers, in addition to the training required in Article VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport fifteen (15) or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency health information shall be maintained on the school bus for students requiring special transportation service because of a disability. The information shall state:

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.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4.

The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)

Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)

Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minnesota Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources: Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

709 STUDENT TRANSPORTATION SAFETY 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 safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four (4) weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus

safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of fifteen (15) is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop five (5) minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (grades K-6)

1st offense	warning
2nd offense	three (3) school-day suspension from riding the bus
3rd offense	five (5) school-day suspension from riding the bus
4th offense	ten (10) school-day suspension from riding the bus/meeting with parent
Further offenses	individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (grades 7-12)

1st offense	warning
2nd offense	five (5) school-day suspension from riding the bus
3rd offense	ten (10) school-day suspension from riding the bus
4th offense	twenty (20) school-day suspension from riding the bus/meeting with parent
5th offense	suspended from riding the bus for the remainder of the school year

[Note: When any student goes sixty (60) transportation days without a report, the student's consequences may start over at the first offense.]

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two (2) weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children at the bus stop five (5) minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraph VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within thirty (30) days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of fifteen (15) miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license

and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within thirty (30) days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten (10) days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety's *Minnesota Model School Bus Driver Training Program*. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the *Minnesota Model School Bus Driver Training Program*.

[NOTE: The *Minnesota Model School Bus Driver Training Program* is available online through the Minnesota Department of Public Safety State Patrol web page listed under Resources below.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the *Minnesota Model School Bus Driver Training Program*.

[NOTE: The school district may use alternative assessments rather than those set forth in the *Minnesota Model School Bus Driver Training Program* for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least eight (8) hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[NOTE: A school district is not required to comply with Subparagraph VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71:

"School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of ten (10) or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of ten (10) or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of

Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. ~~First aid kit and b~~Body fluids cleanup kit

       A ~~minimum of a 10-unit first aid kit and a~~ body fluids cleanup kit is required. ~~They~~ The kit must be contained in a removable, moisture- and dust-proof container~~s~~ mounted in an accessible place within the driver's compartment and must be marked to indicate ~~their~~ the kit's identity~~. and location.~~

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a

label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of ten (10) or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pre-trip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas

to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within ten (10) days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five (5) years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony,

controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within three (3) years of the first of three (3) other moving offenses is precluded from operating a type III vehicle for one (1) year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, subdivision 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from Subparagraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's *Guideline for the Safe Transportation of Pre-school Age Children in School Buses*, if child safety restraints are used by passengers, in addition to the training required in Article VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport fifteen (15) or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency health information shall be maintained on the school bus for students requiring special transportation service because of a disability. The information shall state:

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.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4.

The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education

Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minnesota Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources:
Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

Adopted: *3/30/20*

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721 PROCUREMENT POLICY

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold (generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for

the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

1. The superintendent and/or business manager, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy. Nothing in this paragraph shall be construed to waive or supersede statutory requirements relating to public contracts, competitive bidding thresholds, or school board oversight, except as expressly permitted by law.
2. Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

a. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

b. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

(1). Superintendent: Up to $175,000.00

(2). Business Manager: Up to $175,000.00

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

   c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;
2. Advisory councils;
3. Audit costs and related services;
4. Bonding costs;
5. Compensation - personal services;
6. Compensation – fringe benefits;
7. Conferences;
8. Contingency provisions;
9. Depreciation;
10. Employee health and welfare costs;
11. Equipment and other capital expenditures;
12. Gains and losses on disposition of depreciable assets;
13. Insurance and indemnification;
14. Intellectual property;
15. Maintenance and repair costs;
16. Materials and supplies costs, including costs of computing devices;
17. Memberships, subscriptions, and professional activity costs;
18. Organization costs;
19. Participant costs;
20. Plant and security costs;
21. Pre-award costs;
22. Professional service costs;
23. Proposal costs;
24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil

False Claims Act (31 United States Code, sections 3729–3733).
The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section

200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

X. SUBRECIPIENT MONITORING

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

a. Required information includes:

(1) Federal award identification

i. Subrecipient's name (must match the name associated with its unique entity identifier);

ii. Subrecipient's unique entity identifier;

iii. Federal Award Identification Number (FAIN);

iv. Federal Award Date;

v. Subaward Period of Performance Start and End Date;

vi. Subaward Budget Period Start and End Date;

vii. Amount of Federal Funds Obligated in the subaward;

viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

xiii. Identification of whether the federal award is for research and development; and

xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

   a. The subrecipient's prior experience with the same or similar subawards;

   b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

   c. Whether the subrecipient has new personnel or new or substantially changed systems; and

   d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

   a. Review financial and performance reports.

   b. Ensure that the subrecipient takes corrective action on all significant

developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References: Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)

Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)

2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources: Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)
U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

721 PROCUREMENT POLICY

[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold (generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).

[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the

most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

1. The superintendent and/or **[insert title(s) as appropriate]**, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy. Nothing in this paragraph shall be construed to waive or supersede statutory requirements relating to public contracts, competitive bidding thresholds, or school board oversight, except as expressly permitted by law.

2. Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

a. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

b. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

(1). Superintendent: Up to **[insert dollar amount]**

(2). **[insert title]**: Up to **[insert dollar amount]**

[NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]

3. Emergency expenditures and procurement authorization

Notwithstanding other provisions of this policy, including the threshold authorization above, the superintendent is authorized to approve emergency expenditures when the superintendent determines that a public exigency or emergency exists that threatens the health, safety, or welfare of students, staff, or school district property and that the expenditure cannot be delayed until the next regular or special meeting of the school board without material harm to the school district.

In an emergency, the Superintendent may authorize an expenditure in excess of the Superintendent's delegated purchasing authority, subject to the following conditions:

1. The procurement shall comply with applicable state and federal law, including the use of noncompetitive procurement when permitted by law;

2. The superintendent shall document the nature of the emergency, the basis for determining that immediate action was required, and the reason competitive procurement procedures were not used;

3. The expenditure shall be reported to the school board for ratification at the next regular or specially called school board meeting; and

4. Emergency authority under this paragraph is limited to the specific emergency circumstances and does not constitute a permanent increase in the superintendent's purchasing authority.

[**NOTE: Optional Dollar Limitation: Emergency expenditures authorized by the superintendent under this paragraph shall not exceed $_____ per occurrence, unless prior school board approval is obtained or such approval is impracticable due to the timing and nature of the emergency, in which case Board ratification shall be sought as soon as practicable.]**

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number

of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

   c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

[NOTE: Thresholds are now set in Article IV.H above.]

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

   The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).

If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2)

Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]

X. SUBRECIPIENT MONITORING

[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

    a. Required information includes:

        (1) <u>Federal award identification</u>

            i. Subrecipient's name (must match the name associated with its unique entity identifier);

            ii. Subrecipient's unique entity identifier;

            iii. Federal Award Identification Number (FAIN);

            iv. Federal Award Date;

            v. Subaward Period of Performance Start and End Date;

            vi. Subaward Budget Period Start and End Date;

            vii. Amount of Federal Funds Obligated in the subaward;

            viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

            ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

            x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

xiii. Identification of whether the federal award is for research and development; and

xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

a. The subrecipient's prior experience with the same or similar subawards;

b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

c. Whether the subrecipient has new personnel or new or substantially changed systems; and

d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

    a. Review financial and performance reports.

    b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

    c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

    d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

    a. Providing subrecipients with training and technical assistance on program-related matters;

    b. Performing site visits to review the subrecipient's program operations; and

    c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

[NOTE: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References: Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)

Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources:

Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)
U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

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722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent

or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

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 an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA ABOUT AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is

classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within thirty (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Department of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the Commissioner's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. SAFE AT HOME PARTICIPANTS AND DATA PRIVACY

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's

status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements than an individual who is not a program participant; or

C. otherwise discriminate against an individual.

X. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary

to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Dr. Michael Cary
Superintendent
Cloquet Public Schools
302 14th Street
Cloquet, MN 55720
mcary@isd94.org
218-879-6721, ext. 6202

Data Practices Compliance Official:
Dawn Hultgren
Business Manager
Cloquet Public Schools
302 14th Street
Cloquet, MN 55720
dhultgren@isd94.org
218-879-6721, ext. 6213

Data Practices Designee(s):

Dawn Hultgren
Business Manager
Cloquet Public Schools
302 14th Street
Cloquet, MN 55720
dhultgren@isd94.org
218-879-6721, ext. 6213

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources:
MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

INDEPENDENT SCHOOL DISTRICT NO. 94
PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS: *	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: INSPECTION ONLY_____ COPIES ONLY**_____ BOTH INSPECTION AND COPIES_____** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

Adopted: *10/14/19*

Revised: *12/8/25, 9/9/24, 10/14/19, 3/20/23*

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent

or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

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 an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA ABOUT~~BY~~ AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is

classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within thirty (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Department of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the Commissioner's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Safe at Home Participants and Data Privacy

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements or other action was motivated by the individual's

status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements than an individual who is not a program participant; or

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~~I~~X. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary

to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

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Dr. Michael Cary
Superintendent
Cloquet Public Schools
302 14th Street
Cloquet, MN 55720
mcary@isd94.org
218-879-6721, ext. 6202

Data Practices Compliance Official:
Dawn Hultgren~~Candace Nelis~~
Business Manager
Cloquet Public Schools
302 14th Street
Cloquet, MN 55720
dhultgren~~nelis~~@isd94.org
218-879-6721, ext. 6213

Data Practices Designee(s):
Dawn Hultgren~~Candace Nelis~~
Business Manager
Cloquet Public Schools
302 14th Street

Cloquet, MN 55720
dhultgrencnelis@isd94.org
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Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
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Cross References:
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MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources:
MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

INDEPENDENT SCHOOL DISTRICT NO. 94
PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS: *	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: INSPECTION ONLY_____ COPIES ONLY**_____ BOTH INSPECTION AND COPIES_____** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

When State Tax Battles Become Local Property Tax Problems

As local government leaders spanning counties, school boards, and townships, we have a responsibility to protect the taxpayers who fund our roads, schools, emergency services, and local government. Today, that responsibility extends beyond our county borders. Across rural Minnesota, communities are once again facing uncertainty because of another major property tax dispute between Enbridge and the State of Minnesota. While the legal arguments may be between a private company and the state, the financial consequences fall squarely on rural communities like ours. That is neither equitable nor sustainable.

For many Minnesotans, a tax appeal may sound like a routine legal matter. For all pipeline counties, it is anything but routine. Unlike most property taxes, counties do not determine the taxable value of interstate pipelines. The State of Minnesota does due to the highly complex nature of assessing these properties. Counties simply receive their share of the taxes based on the state's assessment. If Enbridge successfully challenges that state assessment years later, local governments can be required to return tax dollars they already collected and spent—even though they played no role in setting the value or negotiating the dispute.

Enbridge is among the largest property taxpayers in every county its pipelines crosses. The assessed value of those assets equals multiple billions of dollars and directly affects the tax base that supports county government, school districts, townships, and other local services. When those values are challenged, millions of dollars can be at stake. If an appeal or settlement is resolved in Enbridge's favor, local entities are ordered to refund a portion of these dollars retroactively, meaning local governments must draw from reserves and/or increase property tax levies to cover those refunds. Again, asking local governments not directly involved in the assessment to return dollars already spent on community investments. Those are not abstract numbers—they represent funding for public safety, road maintenance, education, and essential local government services such as teacher salaries, library hours, first responders, and more.

This year, once again, Enbridge has sued the State of Minnesota over pipeline valuations. While both parties have legitimate legal rights, they also have a responsibility to recognize that their dispute is creating collateral damage for communities that have no seat at the negotiating table.

This is not a new problem. Previous disputes stretched across multiple tax years, creating uncertainty for local governments while litigation worked its way through the courts. By the time settlements were reached, some communities faced refund obligations larger than an entire year's property tax levy. Recognizing that local governments had no role in the dispute and that the end result could have bankrupted many communities, in 2021 the Legislature ultimately appropriated nearly $30 million to keep local taxpayers from bearing the cost.

That solution acknowledged an important principle: local governments should not become collateral damage in state-level tax litigation.

Today, we risk repeating the same cycle.

If no new approach is agreed on, additional years of appeals are almost certain. Every new appeal prolongs uncertainty, delays financial planning, increases legal costs, and places unnecessary strain on local governments that have no authority to resolve the underlying dispute.

This situation highlights a broader policy problem, which is how to shore up Minnesota's valuation process for pipeline property to reduce the likelihood of appeals and impact of these appeals on local communities. While local governments understand the need for the State to assess these complex, multi-jurisdiction businesses, we must create more certainty and protection from the system for our local governments. In addition, it's important that companies asking for community support recognize that when they appeal the valuations, they threaten the very communities they've asked for and received support from.

Enbridge frequently emphasizes its partnerships with rural communities, local governments, and first responders. Those partnerships should extend beyond sponsorships and community investments. A company that values its relationship with rural Minnesota should also recognize the financial uncertainty repeated litigation creates for those same communities.

Every year this dispute remains unresolved is another year rural communities are forced to budget around uncertainty they cannot control. Any resolution that requires multiple years of refunds places many communities in extreme financial peril, including the possibility of bankruptcy. Local governments should not function as the financial backstop for state tax litigation. The State and Enbridge both have the ability—and the responsibility—to break this cycle. Rural Minnesota deserves a permanent solution, not another decade of appeals.

Approved this 27th day of July, 2026

Thomas R Proulx

Board Chair - Thomas R. Proulx

Northern Lights Academy Cooperative #6096-52
302 14th Street ~ Cloquet MN 55820
Office Phone ~ 218-878-3060
Fax ~ 218-878-3061

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

To: Dr. Michael Cary, Superintendent for the Cloquet Public Schools

From: Barb Mackey, Assistant Special Education Director for the Northern Lights Academy

Date: July 30, 2026

Re: Notice of Postings for one LTS Special Education Teacher Position (end of August - November 16, 2026)

The Northern Lights Academy is posting for a Long Term Substitute Special Education Teacher position to cover for a teacher who is out on leave until November 16th . This position is included in the FY27 NLA budget and supported by the NLA board.

Please let me know if you have any questions.

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

29 July 2026

To: Dr. Michael Cary, Superintendent

From: Teresa Angell, AIE Program Director

RE: Permission to Post 6.5 AIE Academic Tutor

For your consideration and approval, I am requesting permission to post internally and externally for a 6.5hour/day American Indian Education Academic Tutor at Washington Elementary due to staff resignation.

I can be available at the next board meeting to address any questions you may have.

CC: Robbi Mondati

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
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801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Thomas Lenarz, Middle School Principal

DATE: August 3,2026

Re: Permission to Post

I am requesting permission to post for One (1) 1.0 FTE 5th Grade Teacher Position and One (1) .2FTE Specialist Teacher position for Physical Education, Art and/or Music.

TL:KP

CLOQUET PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 94

Building Directory	
Central Administration Office	***879-6721***
Dr. Michael Cary, Superintendent	
Middle School	***879-3328***
Tom Lenarz, Principal	
Dr. Marcia Nelson, Assistant Principal	
Churchill Elementary School	***879-3308***
Jennifer Holm, Principal	
Washington Elementary School	***879-3369***
Robbi Mondati, Principal	
Senior High School	***879-3393***
Steve Battaglia, Principal	
Tim Prosen, Assistant Principal	
Cloquet Alternative Education Programs	***879-0115***
Steve Battaglia, Principal	
Angela Lennartson, Dean of Students	
Cloquet Community Education	***879-1261***
Erin Bates, Director	
Northern Lights Special Education Cooperative	***655-5018***
Billie Jo Steen, Director	
Northern Lights Academy	***878-3060***
Billie Jo Steen, Director	
Barb Mackey, Assistant Director	

School Board Members	
LeAnn Butler, Chair	218-576-7201
Melissa Juntunen, Clerk	218-348-8685
Nichole Diver, Treasurer	218-213-6325
Dave Battaglia	218-879-5146
Gary Huard	218-879-7809
Nate Sandman	218-591-1734

School Board meetings are held on the second and fourth Monday of each month at 6:00 p.m. in the Board Room (2nd Floor), 302 14th Street, Cloquet. All meetings are open to the public.

For additional information Cloquet Public Schools, please visit our website at www.isd94.org

WHO DO I CONTACT WITH QUESTIONS ABOUT . . .

Building Parent Group Representatives	School Building Principal
Bus Transportation	Palmer Bus Service, 218-380-1709 (New Number)
Cloquet Educational Foundation (CEF)	Jody Acers, 879-3806
College in the Schools	Steve Battaglia, 879-3393
Community Education	Erin Bates, 879-1261
Specific Community Ed Programs	
• Adult Enrichment & Recreation	Joy Nelson, 879-1261
• Adults with Disabilities	Annette Wick, Coordinator, 879-1261
• After School Enrichment – Churchill, Washington, & CMS	Joli Bilden, 879-1261
• Aquatics/The Beach	Kimberly Miens, 879-1261
• Driver's Education Coordinator	Erin Bates, 879-1261
• Early Childhood Screening	Kayla Cotner, 879-9291
• ECFE/School Readiness	Shannon Krikava, 879-9291
• Facility Use Before/After School, City Park Rentals	Lisa Neumann, 879-1261
• Kids Corner School Age Child Care	Abbie Burley, 879-0929
• Li'l Lumberjacks/Lil Thunder Learning Centers	Darla Pappas, 878-0774
• Marketing	Debra Zime, 879-1261
Curriculum	School Building Principal
Discipline Issues	School Building Principal

Extra-Curricular Activities	Paul Riess, Athletic Director, 879-3393
Food Service Program	Adam Wooster, 879-5164
Gifted & Talented Program	Rachel Hill - 879-3328 x2200
Harassment Issues	School Building Principal
Health & Safety Issues	Mary Marciniak, 879-6721 ext. 6204
Homeless Liaison for Families in Transition	Haley Kachinske, 879-6721 ext. 6218
Homeschooling	Dr. Marcia Nelson, 879-3328
American Indian Education	Teresa Angell, 879-6721 ext. 6206
Open Enrollment	Central Administration Office, 879-6721 x 6205/6204
Parent Portal	Haley Kachinske, 879-6721 ext. 6218
Requesting a Teacher	School Building Principal
School District Calendar	Mary Marciniak, 879-6721 ext. 6204
Special Education Needs – (Birth to Age 5/Age 5 and Above)	Northern Lights Special Education Cooperative at 655-5018 or the student's Building Principal
Sports: High School Middle School	Paul Riess, 879-3393 Paul Riess, 879-3393

Cloquet Area Youth Association information can be found on our website at **www.isd94.org** under the Activities Tab. These activities are not run by the Cloquet School District, although school groups are allowed to distribute information through the schools and often use school facilities. Questions about these programs should be directed to youth coaches or booster organization offices. If you do not know who these people are, it is possible that Community Education at 879-1261 can provide you with a name of the contact person for a particular program, depending on the time of year and the sport in question.

Student Absence	School Building Office
Student Health Issues	Sarah Ellena, 879-3393; Katie Bailey, 879-3308
Student Registration	Central Administration Office, 879-6721
Student Schedules	School Building Principal
Technology	William Bauer, 879-6721, ext. 6252 Mark Brenner, 879-6721, ext. 6251

How Do I . . .

• Get involved on a committee within the district?	Contact Mary Marciniak, 879-6721
• Get involved on a committee within the school?	Contact the School Building Principal

Concerns about Your Child's School Experience . . .

In any endeavor as complex as education, conflicts and misunderstandings will inevitably occur. If you have a problem or questions, the school district wants to work with you to get the issue resolved. We request that you use the following process to get your questions addressed: ***First contact your child's teacher. If the problem cannot be resolved, you have the option of contacting the building principal, then the superintendent of schools, and finally the school board. It has been our experience that most issues are satisfactorily and efficiently resolved by beginning with the teacher.***

Thomas Lenarz
Cloquet Middle School
2001 Washington Ave
Cloquet, MN 55720
Phone: 218-879-3393

To: Cloquet School Board / Dr. Cary Date: 8-6-2026
Re: 5th Grade Position

Upon approval of the additional section of 5th grade this year we would fill this position with Jason Barney who is back from his leave. We are excited about the possibility of welcoming him back.

Sincerely,

Thomas A. Lenarz
Principal
Cloquet Middle School