

**Northland Community Schools
INDEPENDENT SCHOOL DISTRICT NO. 118
Remer, Minnesota**

REGULAR MEETING AGENDA

**Wednesday, June 21, 2023 - 5:30 PM Northland High School Room C113
316 Main St E
Remer, MN 56672**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Mission Statement "Educate and inspire all learners to reach their full potential."**
4. **Adoption of Agenda**
5. **Recognitions**
 1. The Music Department at Northland Community Schools would like to recognize Randi Robinson, Beverly Gaines, Carol McInnes and a party wishing to remain anonymous for their donations of pre-owned musical instruments.
 2. Board members, staff and students of Northland Community Schools would like to thank Lake Country Power for awarding a grant in the amount of \$50,000.00 to fund the outdoor playground project. Greg Schulzetenberg, Manager of Community Relations and Marketing, will be in attendance on behalf of Lake Country Power.
6. **Audience Recognition**
7. **Consent items**
 1. Approve the minutes from May 17, 2023 Regular Meeting
 2. Approve May 2023 Treasurer's Report and Bills
 3. Adopt Policy #508 with MSBA changes to MN State Statute references
 4. Approve additions and corrections to SY23-24 coaches and advisors from the previous board meeting on May 19, 2023
 1. Approve Fall Coaches for 2023-24
 - Jeremy Schwarz - Football Head
 - Jason Knapp - Football Assistant
 - Chuck Holm - Football Assistant
 - ~~Jonathan Gowell~~ - Football JH (open SY23-24)
 - Sam Sparen - Football JH
 - Stacey Wake - Volleyball Head
 - Izabella Bishop - Volleyball Assistant
 - October Soyring - Volleyball JH
 - ~~Courtney Christensen~~ - Cross Country Head (open SY23-24)

2. Approve Winter Coaches for 2023-24:
~~Chris Carlson~~ - Boys Basketball Head (open for SY23-24)
~~Bill Wake~~ - Boys Basketball Assistant (open for SY23-24)
 Sam Sparen - Boys Basketball JH
 Stacey Johnson - Girls Basketball Head
 Angela Lewandowski - Girls Basketball Assistant
 Ray Dauphinais - Girls Basketball JH
 Stacey Wake - Girls Basketball JH (open SY23-24)

3. **Approve Advisors for 2023-2024**

- Abbie Newman - Knowledge Bowl
- Tristen Heller - Band
- Leah Monroe - Quiz Bowl, Drum Group and Dance Group
- Jenny Swankier - Quiz Bowl
- Tandy Kibbler - Yearbook Advisor
- Terri Shepard - Elementary Student Leadership (co-advisor)
- Erin Diedrich - Elementary Student Leadership (co-advisor)
- ~~Stacey McKinney~~ - Student Leadership Advisor (open of SY23-24)
- Stacey McKinney - Senior Class Advisor
- Terri Shepard - PBIS Coordinator
- Carol Procopio - Mentor Coordinator
- Katelyn Edstrom - AVID Coordinator
- Brenda Snakenberg - Concessions Coordinator
- Colby Gallagher - Robotics Head
- Nate Sharp - Robotics Assistant
- Mark Gravelle - Trap Club (co-advisor)
- Tyler Siefert - Trap Club (co-advisor)

5. Approve the resolution accepting gifts/donations to Northland Community Schools:

Whereas the following; therefore, BE IT RESOLVED by the School Board of Northland Community Schools District 118, Remer, and State of Minnesota as follows: The Northland Community Schools - District 118 School Board does hereby accept the following gifts/donations:

- Bundy II Flute - Randi Robinson
- Yamaha Advantage Trombone - Anonymous
- American Gloritone Metal Clarinet - Beverly Gaines
- Conn Shooting Star Saxophone - Beverly Gaines
- Strasser Clarinet - Carol McInnes

8. **Reports**

1. **Early Education Report**
2. **Business Manager Report**
 1. Summary of LTFM meeting held on June 16, 2023
3. **Elementary Principal/Activities Director Report**
4. **Principal Report**
5. **Facilities Report**
6. **Indian Education Report**
7. **CE Report**
9. **Superintendent Report**
10. **New Business**
 1. Review policy renewal rates from Weizenegger Engel Insurance
 2. Approve Proposed Revenue/Expenditure Budget for FY24
 3. Discussion and possible approval to include Juneteenth as a paid holiday
 4. Approve request to recycle or sell obsolete technology equipment as per Policy #802
 5. Review and discuss the quotes for paving the area bordering the main entrance parking lot.
 6. Approve MSHSL Resolution for 2023-24
 7. Review Service Agreements and Memberships and compare costs from FY23 to Fy24

8.	9. FY23	10. FY24
11. AD Management	12. \$4,000.00	13. \$3,000.00
14. ARCC*	15. \$22,279.41	16. \$22,489.50
17. IASC SPED	18. \$46, 583.00 (FY22)	19.
20. Little Sand Lease	21. \$900.00/month	22. \$1050.00/month
23. MREA	24. \$1,195.00	25. \$1,452.00
26. MSBA (inc. Boardbook)	27. \$5,827.00	28. \$5,882.00
29. North Homes Pre-K	30. \$50/hr. not to exceed \$900.00	31. No changes for FY24
32.	33.	34.

35.

*see attached Statistics and Fees Analysis included with agenda item 11.11 for breakdown of cost by service type

36. Approve renewal of FY24 MREA membership
37. Approve renewal of MSBA membership for FY24
38. Approve the contract with AD Management/Brett Schimek for 2023-24
39. Approve renewal of Early Childhood contract with North Homes for SY2023-24
40. Approve renewal of Special Education Programming Services Agreement with IASC for 23-24
41. Approve the Contract for Services between ISD #118 and ARCC for 2023-24
42. Approve lease renewal for FY24 with Little Sand Group Homes

43. Approve extension of existing Speech Partners contract to August 2023 in the event that services are needed to serve 2nd session summer school students
44. Accept the quote from Hoglund Bus Company for purchase and installation of school bus cameras for buses
45. Approve the resolution to dissolve the co-op agreement for Track and Field/Cross Country between Northland and Deer River, to be replaced with a co-op agreement including both Deer River and Hill City
46. Discussion to use Esser 161 funds for weight room equipment, Safety Town and/or a multi-use court
47. 1st reading of Policy # 509 with MSBA changes effective July 1, 2023.
48. First Reading of Revised Policy #510
49. First Reading of Revised Policy #511
50. First reading of Policy #515 with MSBA changes
51. Review and adopt original MSBA Policy# 516.5 "Overdose Medication" as written
52. Approve resolution for the Designation of an Identified Official with Authority for Education Identity Access Management and for a proxy.

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board(PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties. The Superintendent recommends the Board authorize Mary Yakibchuk, myakibchuk@isd118.org,mary.yakibchuk to act as the Identified Official with Authority (IOwA) for Northland Community Schools 0118-01 and for Tina Anderson, tina.anderson, to act as proxy for Northland Community Schools 0118-01.

11. Personnel

1. Approve the hire of Rod Anderson as 1.0 FTE Science Teacher for the 2023-24 school year at BA step 15, with a start date of August 28, 2023.
2. Approve the hire of CarrieAnn Mortenson 1.0 FTE 3rd grade teacher for the 2023-24 school year at BA step 6, with a start date of August 28, 2023
3. Approve renewal of Interim Superintendent Contract effective July 1, 2023 through June 30, 2024

4. Accept the resignation of Cortney Christensen, Track and Field/Cross Country coach effective June 9, 2023.
 5. Approve reducing the Full-Time Para position to Part-Time for SY2023-24
 6. Discussion and possible approval to post for a Licensed Social Worker position for FY24
 7. Discussion and possible approval to post for Long-Term Building Sub for SY2023-24
12. **Other school business which can legally be brought before the Board**
13. **Next Meeting Dates:**
- Regular Meeting, July 19, 2023, 5:30 p.m.
14. **Adjournment**

Board Report

Transportation Department June 2023

- **Planning to do a lot of preventive maintenance on all of our buses to get the most out of them.**
- **Still working to get everything finished in the new shop.**
- **Setting up a new system for maintenance records, training records, etc.**
- **Deep cleaning the buses**
- **Planning for Train the Trainer convention.**
- **Looking into some extra training for our drivers.**

	Budget Work to Date For FY 2024			June
				Proposed FY24
Expenses	Fund Description	Revised FY23		
Fund 01	General Fund	\$8,377,705		\$7,696,063
Fund 02	Food Service	\$269,013		\$302,244
Fund 03	Transportation	\$485,034		\$587,111
Fund 04	Community Education	\$327,554		\$367,638
Fund 05	Capital and Health/Safety	\$233,412		\$140,750
Fund 06	Construction (from bond sale for LTFM)	\$440,753		\$529,295
Fund 07	Debt Service	\$1,688,013		\$1,761,075
	Total Expenses	\$11,821,484		\$11,384,176
Revenue				
Fund 01	General Fund	\$8,491,346		\$7,688,097
Fund 02	Food Service	\$258,299		\$249,549
Fund 03	Transportation	\$394,130		\$375,081
Fund 04	Community Education	\$234,142		\$213,415
Fund 05	Capital & Health/Safety	\$270,836		\$307,730
Fund 06	Construction (from Bond Sale)	\$0		\$0
Fund 07	Debt Service	\$1,639,120		\$1,778,746
Fund 18	Scholarship	100		\$100
	Total Revenue	\$11,287,973		\$10,612,718
	Report Total	-\$533,511		-\$771,458
	Funds 01,03,05 Net	\$60,161		-\$53,016

Budget Assumptions and Comments:						
Included in Budget		Assumes VPK revenue will continue in FY24 & 339.6 ADM (was 342 in FY22)				
Included in Budget		Initially assumed 2% increase on state gen ed formula, updated to 4%				
Included in Budget		Expect to have about 55k in ESSER II available to offset staffing				
Included in Budget		Shifted some fund 05 Cap Exp to LTFM Fund 06 expenditures per LTFM Meeting				
		Revisit all wish list items from staff				
Included in Budget		Payroll & Benefits, will need to update after teacher negotiations				
Not added in Budget	\$70,000.00	Addition of understated revenue for tax forfeited county sales payments				
Included in Budget		Teacher Retirement (replaced by Speech Teacher new hire)				
Included in Budget		Reduction of cleaner				
Included in Budget		Investment Revenue 29K				
Included in Budget		Other Legislative Impact Cross Subsidy for Sped, Sparsity, Indian Ed, Op Cap				
	\$40,000.00	Other not updated yet based on use questions - Library Aid				
Included in Budget		School Social Worker Exp and Revenue 80K and Rev at 40K				
Included in Budget		School Resource Officer 62K				
Included in Budget		Speech Partners reduction by hiring a teacher				

Adopted: 12/3/97

Independent School District #118 Policy 802

Revised: 8/21/03, 4/21/05 4/20/06, 4/09,3/18/10, 10/22/13, 4/09/19

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may re-advertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until re-solicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment by conveying the property and title to:

1. another school district;
2. the state department of corrections;
3. the board of trustees of Minnesota State Colleges and Universities; or
4. the family of a student residing in the district whose total family income meets the federal definition of poverty.

Legal References: Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)
Minn. Stat. § 13.591 (Business Data)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “F” (School District Contract and Bidding Procedures)



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Northland High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, ~~to~~ advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Northland High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Linda Knox, Clerk

Mary Yakibchuk, Superintendent

(Designated School Board Member – please print)

(Designated School Representative – please print)

knox@isd118.org

myakibchuk@issd118.org

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

Janessa Green

Janessa Green

(Boys Sports – please print)

(Girls Sports – please print)

Janessa Green

Janessa Green

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Bill Wake

Mckinna Mckinney

(Board Member—please print)

(Student—please print)

Tyler Siefert

Janessa Green

(Parent—please print)

(Faculty Member—please print)

Janessa Green

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: LINDA KNOX

Print Name: Mary Yakibchuk

(Clerk/Secretary - Local Governing Board)

(Superintendent or Head of School)

DocuSigned by:

DocuSigned by:

Signed:

Linda

Signed:

Mary Yakibchuk

(Clerk/Secretary - Local Governing Board)

(Superintendent or Head of School)

Date:

6/7/2023

Date:

6/1/2023

June 6, 2023

Mary Yakibchuk
Northland Community School District
316 Main St E
Remer MN 56672

Hi, Mary,

On behalf of all our Greater Minnesota students and educators, MREA thanks Northland Community School District for its membership that helps us actively engage with legislators and state officials to address E-12 funding and policy issues.

Northland Community School District's renewed membership for FY2023-24 is essential to MREA's advocacy that impacts all our students.

Your Year-Round Voice for Education

As your voice at the Capitol, MREA works to keep legislators and policy officials informed of the impacts of their decisions. During the recent historic legislative session MREA achieved rural education legislative success, including:

- Increasing the basic education formula to allow the most flexibility serving students
- Aligning the basic education formula with an inflationary index to secure predictable funding
- Expanding state aid to buy down special education cross-subsidies
- *Check out all our [2023 Accomplishments here](#).*

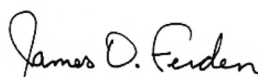
Northland Community School District can count on MREA to work for you throughout the year, too, with:

- Webinars that clarify unemployment insurance changes, truth-in-taxation requirements, and more
- Professional development and networking opportunities at our Greater Education Summit
- Rural educator and school program awards that celebrate the positive impacts of education

Greater Minnesota Is Greater Together

While we continue assessing the outcomes of the 2023 legislative session, we know we are greater when we all work together as the Voice for Greater Minnesota Education. Please send your renewal invoice, dues, and updated information by July 15 to ensure our rural voice remains impactful.

Best wishes for a summer of well-being,


James O Ferden, MREA Board President
Board Chair, Win-E-Mac Schools


Bob Indihar, MREA Executive Director



MAIL

PO Box 187
St. Cloud, MN 56302-0187

VISIT

2233 Roosevelt Rd, Suite 7
St. Cloud, MN 56301

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CALL

(320) 762-6574
Toll-Free (833)-MNVOICE

LEARN

MREAvoice.org



MEMBERSHIP RENEWAL INVOICE

2023-24 MEMBERSHIP YEAR

Date: June 6, 2023

Invoice #: 2024-5000-1649

Due: July 15, 2023

BILL TO:

Mary Yakibchuk
Northland Community School District
316 Main St E
Remer MN 56672

Current expiration: June 30, 2023
New membership year: July 1, 2023-June 30, 2024
2023-24 Membership type: Full ISD Membership
*APU = 352 **Shared District: NA

Base Fee:	\$1100.00
*Legislative Fee:.....	+\$352.00
2023-24 Dues:.....	\$1452.00
Amount Enclosed: \$ _____	

*\$1.00 per Adjusted Pupil Unit (APU) to \$1,400 maximum.
**If sharing superintendent with another district, MREA has applied \$275 discount to Base Fee. Districts with shared Superintendents must each join MREA to obtain discount. Contact MREA if Shared District has changed.

UPDATE and SIGN* and return with payment by July 15, 2023:

District Name: Northland Community School District
Primary Contact to Receive Communications:
Mary Yakibchuk
Contact Position Title: Interim Superintendent
Contact Email: myakibchuk@isd118.org
District Phone: 218 - 566-2351

Superintendent Cell Phone: _____
Principal Place of Business: 316 Main St E
City, State, Zip: Remer, MN 56672
Website Address: www.isd118.k12.mn.us
County: Cass

*Primary Contact Signature: _____ Date: _____

Signature is consent to membership and to receive member notices at the primary contact's email address.

QUESTIONS? Contact Diane Vosen, Operations Director, at the MREA office.

Minnesota Rural Education Association is a nonprofit 501(c)(4) membership association. Dues are not tax deductible as charitable contributions. We estimate 43% of FY24 dues will be attributable to nondeductible lobbying activity and are NOT deductible under Internal Revenue Code Section 162 as an ordinary and necessary business expense. Provide a copy of this notice to your accountant.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND SCHOOL DISTRICT, hereinafter referred to as "Northland School District", and North Homes Inc. hereinafter referred to as "Service Provider".

RECITALS

The parties recite and declare:

A. Northland School District is a legal entity created and established pursuant to Minn.Stat. sec. 471.51 , having the status of an independent school district with a purpose and mission to provide educational and administrative services and programs within the geographical limits and boundaries of its members.

B. Northland School District's Early Childhood Program is a model family support program for families that are eligible to attend the Northland School District Early Childhood Program. The Early Childhood Program has a unique approach to delivering services to families with young children in a manner that is comprehensive, yet flexible and responsive to the needs of families. It is in the Early Childhood Program's best interest to provide a mental health consultation and intervention component for children enrolled in the Early Childhood Program, as well as their parents.

C. Service Provider is a business, which provides trained and qualified staff in the mental health field to conduct mental health consultations and systems-of-care model interventions.

D. Northland School District desires to purchase and obtain professional mental health consultations and services from Service Provider for children enrolled in Northland School District's Early Childhood Program, as well as their parents. Service Provider desires to provide said services listed herein.

FOR THE REASONS SET FORTH HEREIN AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

I. DESCRIPTION OF SERVICES PROVIDED BY SERVICE PROVIDER

Service Provider shall provide Northland School District with the following:

- A. A fully qualified mental health practitioner with professional mental health supervision at the sites noted herein.
- B. A mental health practitioner who will participate in monthly inclusive practice team meetings at the sites noted herein;
- C. A mental health practitioner who will provide classroom observations, direct consultations for interventions, including hands on modeling as requested by the Early Childhood Program staff;
- D. A mental health practitioner who will be on site each week;
- E. A mental health practitioner who will work cooperatively with Early Childhood staff to provide appropriate, unduplicated, timely and professional mental health consultations/interventions;
- F. A mental health practitioner who will cooperate with Early Childhood staffing the development and implementation of the mental health component of the Early Childhood Program;

G. Professional staff that is covered by professional liability insurance as provided by Service Provider.

II. NORTHLAND SCHOOL DISTRICT'S DUTIES AND RESPONSIBILITIES

Northland School District shall have the following duties and responsibilities by and through this Agreement:

A. Obtaining and signing confidentiality releases when necessary;

B. Working cooperatively with Service Provider to develop and

implement the mental health component of the Early Childhood Program;

III. DURATION

The initial term of this contract shall commence on the 1st day of July 2023, shall continue in full force and effect until the 30th day of June, 2024.

This Agreement may be terminated with or without cause by either party with sixty (60) days written notice.

IV. PAYMENT

Northland School District shall pay Service Provider for the services described above, as follows:

A. At the rate of \$50.00 for each hour of direct service to the Early Childhood Program. Payments shall be made on a monthly basis.

B. Total funds allocated for the mental health component of the Early Childhood Program shall not exceed \$900 during the term of this Agreement.

V. SERVICE SITES

Service Provider shall provide mental health consultation/intervention at classrooms in Northland as applicable.

VI. RELATIONSHIP OF THE PARTIES

The parties intend that Service Provider be an independent contractor in conjunction with providing mental health services. The overall conduct and control of the mental health services performed under this Agreement will lie with Service Provider. However, Service Provider agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

A. Service Provider and its employees/personnel performing services under this Agreement are not to be considered as agents or employees of the Northland School District for any purpose, and Service Provider's employees/personnel will not be entitled to any rights or benefits from Northland School District.

VII. COMPLIANCE WITH POLICIES AND PROCEDURES

A. Service Provider agrees that its employees/personnel assigned to perform the mental health Services under this contract shall fully comply with all policies and procedures of the Northland School District and the Early Childhood Program. Any deficiency, failure, or refusal on the part of any employee/personnel of Service Provider with regard to compliance with the policies and procedures of Northland School District and the Early Childhood Program shall be brought to the attention of Service Provider both orally and in written form. While Service Provider maintains overall responsibility for its employees/personnel, Service Provider agrees

that its employees/personnel shall be subject to site direction and instruction from the Director of the Early Childhood Program.

B. Service Provider agrees that its employees/personnel assigned to perform services under this Agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.

C. Service Provider agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

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

North Homes, Inc.

Northland School District

Authorized Signature

Authorized Signature

Title

Title

Date

Date

Commercial Lease Agreement

This lease is made between:

Little Sand Group Homes

Herein called the Lessor and

Independent School District #118

Herein called the Lessee.

Lessee hereby offers to lease from the Lessor and premises situated on County Road 4, Remer, County of Cass, and State of Minnesota, described as:

Little Sand Group Homes
7646 Little Sand Lane NE
Remer MN 56672

Upon the following TERMS and CONDITIONS:

Term and Rent: Lessor to lease to Lessee the above premises for a term of **twelve (12) months** commencing **July 1st, 2023** and terminating **June 30th, 2024** as provided herein. Lessee shall pay to Lessor, without deduction or offset and prior to notice or demand and for the use and occupancy of the leased premises, a monthly rental of **\$1050.00** payable in advance on the 1st day of each and every calendar month thereafter in advance.

(A) All rental payments shall be made to Lessor, at the following address:
5910 Little Sand Lane NE, Remer MN 56672

Use: Lessee shall use and occupy the premises for: **Public School Class Rooms**, the premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. The staff and residents of Little Sand Group Homes will have access to the building during the lease agreement - not to interfere with school hours.

Maintenance and Repair of Premises:

- The Lessor shall, at the Lessor's sole cost and expense, through the term of this Lease and any renewal term, maintain the Property fit for use as Public School Class Rooms, including the foundations, exterior walls, and roof of the premises, all plumbing, sewage, and electrical systems, as well as any HVA and/or heating and cooling systems serving the premises, as well as the water treatment system (including water softener), in good repair.
 - The Tenant, at its own expense, shall maintain the interior of the premises at all times subject to ordinary wear and tear and damage by casualty and condemnation excepted, and in a clean, sanitary, and safe condition.
- **Alterations:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the premises. Lessor's written consent shall not be unreasonably withheld.

Ordinances and Statutes: Lessee shall, at Lessee's sole cost comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, pertaining to the use of said premises and shall faithfully observe in said use all municipal ordinances, state and federal statutes now in force or which may hereafter be in force and observe and maintain all Environmental standards.

Assignment and Subletting: Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonable withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities: The Lessee has agreed to have a phone line and internet connection run to the building at their costs and they will maintain the monthly bills. All applications and connections for necessary utility services on the demised premises shall be made in the name of the Lessor. The Lessor shall be solely liable for utility charges as they become due, including those for heat and electricity.

- Lessee's Indemnification. Lessee agrees to protect, indemnify, and save the Lessor harmless from and against any and all claims, and against any and all loss, cost, damage, or expense, including but without limitation, reasonably attorneys' fees, arising from:
 - Premises. Any injury or damage to any person or property sustained in or about the premises during the term of this Lease or any extension or renewal thereof; provided, however, Lessee's obligations under this Paragraph shall not apply to the extent caused by any entry in or around the premises by Lessor, its agents, contractors or employees (hereinafter "Lessor Entry") or caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees, or Landlord's failure to maintain the premises as required by this Lease.
 - Negligence. Any injury or damage to any person or property to the extent caused by the negligence or willful misconduct of Lessee, its agents, contractors, or employees, however, Lessee's obligations under this Paragraph shall not apply to injury, death or damage resulting from any Lessor Entry to the extent caused by the negligence or willful misconduct of the Lessor, its agents, contractors or employees, or Lessor's failure to maintain the premises as required by this Lease.
 - Noncompliance. Noncompliance with any federal, state, or local laws, orders, and regulations.
 - Survival. This indemnity shall survive the expiration or earlier termination of this Lease for a period of two (2) years.
- Lessor's Indemnification. Lessor agrees to protect, indemnify, and save the Lessee harmless from and against any and all claims, and against any and all loss, cost, damage, or expense, including but without limitation, reasonably attorneys' fees, arising from:
 - Negligence. Any injury or damage to any person or property to the extent caused by the negligence or willful misconduct of Lessor, its agents, contractors, or employees; provided however, Lessor's obligations under this Paragraph shall not apply to injury or damage to the extent caused by the negligence or willful misconduct of Lessee, its agents, contractors, or employees.
 - Noncompliance. Noncompliance with any federal, state, or local laws, orders, and regulations.
 - Representations and Warranties. Any breach of Lessor's covenants, representations, or warranties in this Lease.
 - Survival. This indemnity shall survive the expiration or earlier termination of this Lease for a period of two (2) years.

Insurance: Lessee, at Lessee(s) sole cost and expense, but for the mutual benefit of Lessor and Lessee maintain public liability insurance, including liability against claims for personal injury, death, or property damage occurring in, upon, or about the premises and on any sidewalks directly adjacent to the premises. The limits of liability of such insurance shall meet the criteria and limits required by the School District #118.

Insurance: All such policies of insurance shall be issued in the name of the Lessee, with the Lessors named as additional insured. Evidence of the insurance of such policies shall be delivered to Lessor within thirty (30) days after the term of the Lease commences. Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor in writing at least thirty (30) days prior to any cancellation or material change of coverage.

- **Casualty and Eminent Domain**

- **Casualty.** If the Premises, Building or other improvements on the Land shall be damaged or destroyed in whole or in part by fire or other casualty during the Lease term, unless this Lease is terminated as provided in this Section, Lessor shall promptly repair and restore the Premises, Building, or other improvements to a condition equal to its condition immediately prior to such damage or destruction and in conformity with and pursuant to all applicable requirements of law and duly constituted governmental authority. From the date of such casualty, until the Building is so repaired and restored, Rent and all other charges and items payable hereunder shall abate in such proportion as the part of the Premises destroyed or rendered untenable bears to the total Building. Lessor shall substantially complete any such repair and restoration within sixty (60) days after the casualty. If it reasonably appears that Lessor will be unable to substantially complete the repair and restoration within the 60-day period or if Lessor fails to substantially complete the repair and restoration of the Premises within the 60-day period, either Lessor or Lessee may terminate this Lease by giving thirty day (30) written notice to the non-terminate party at any time before the repair and restoration is substantially completed.
- **Eminent Domain.** If all of the Premises shall be taken by any public authority under the power of eminent domain or conveyed in lieu of condemnation, this Lease shall terminate as of the day possession is taken by the public authority, and Lessee shall pay Rent up to that date. If less than all of the Premises is taken and the taking would (a) materially interfere with Lessee's business in the Premises (in Lessee's reasonable judgment), or (b) would materially reduce available parking at the Premises in a manner that would interfere with Lessee's business operations (in Lessee's reasonable judgment), then Lessee shall have the option to terminate this Lease on the date the public authority takes possession, upon written notice to Lessor given within ninety days after the date of such taking.

Default. This should be added

- **By Lessee.** Lessee shall be deemed in default in the event Tenant shall: (i) fail to pay any Rent within ten business days after written notice of such default has been given to Tenant by Landlord; or (ii) fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Lessee for more than thirty (30) days after written notice of such default has been given to Lessee by Lessor (or such other reasonable time to cure as necessary if such default is not susceptible to cure within thirty (30) days and Lessee, upon receipt of such notice, promptly and diligently attempts to effect such cure), or (iii) be declared insolvent or

make any general assignment for the benefit of creditors, file or have filed against it a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days). In the event of a Lessee default (which remains uncured beyond applicable cure period), upon notice to Lessee and in addition to any other remedies available at law or in equity, Lessor may cure Lessee's default as provided in this Section below, terminate this Lease, or re-enter and recover possession of the Premises without affecting Lessee's liability for past Rent and other charges due or future Rent or other obligations under the Lease and other charges to accrue hereunder. In the event that Lessor re-acquires possession of the Premises as a consequence of any such default, Lessor shall use reasonable efforts to mitigate its damages, and any rents collected by Lessor from reletting the Premises shall be credited to the fulfillment of the agreements of Lessee under this Lease; provided, however, in no event shall Lessee have any right to any payment from Lessor of any sums received by Lessor as a result of any relating of the Premises in excess of the Rent payable by Lessee hereunder.

- **By Lessor.** Lessor shall be deemed in default in the event Lessor: (i) fails to pay real estate taxes when due; (ii) fails to maintain the Premises in a manner that does not allow the Lessee to operate its business to the extent required of Lessor by the terms of this Lease; (iii) fails to maintain the foundations, exterior walls, and roof of the Premises in good repair within thirty (30) days after written notice by Lessee to Lessor; (iv) fails to maintain all plumbing (including water softener/water treatment system), sewage, and electrical systems serving the Premises in good repair within thirty (30) days after written notice by Lessee to Lessor; (v) fails to maintain the HVAC and/or heating and cooling systems serving the Premises in good repair within thirty (30) days after written notice by Lessee to Lessor; (vi) fails to perform any of the other terms, conditions, or covenants of this Lease, including the Work Obligations, to be performed or observed by the Lessor for more than thirty (30) days after written notice of such default has been given to Lessor by Lessee (or such other reasonable time to cure as necessary if such default is not susceptible to cure within thirty (30) days and Lessor, upon receipt of such notice, promptly and diligently attempts to effect such cure); or (vii) be declared insolvent or make any general assignment for the benefit of creditors, file or have filed against it a voluntary or involuntary petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy.
- **Remedies Cumulative.** The rights and remedies of Landlord and Tenant under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law.
- **Non-Waiver.** The waiver by Lessor or Lessee of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Lessor's right to enforce the payment of subsequent installments of rent or any of Lessor's or Lessee's rights under this Lease by such remedies as may be appropriate. No extension of time, forbearance, neglect, or waiver on the part of Lessor or Lessee with respect to any one or more of the covenants, terms, or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms, or conditions of this Lease, or as an estoppel against Lessor or Lessee.

Lessor's Representations and Warranties

Lessor represents, warrants and covenants to Lessee that has full right and lawful authority to enter into and perform Lessor's obligations under this Lease for the initial term and all renewal terms, subject to the performance by Lessee of the terms and conditions of this Lease, Lessee shall peaceably have and enjoy, during the term hereof, the quiet and

undisturbed possession of the Premises and all other rights of Lessee under this Lease for the term of this Lease without interference or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor. The foregoing representations and warranties shall survive the expiration or earlier termination of this Lease

Notices - All notices to be given by Lessor or Lessee shall be by either email or in writing and shall be personally delivered, sent registered or certified mail, postage prepaid, or sent by a nationally recognized courier service, to the other party at the address in this Section (or to such other address as may be designated by notice to the other party) and shall be deemed given upon the earlier of (i) personal delivery, (ii) the date that is five business days after mailing by U.S. Mail, (iii) the date of delivery by courier, or (iv) the date of refusal to accept service:

If to Lessor: Little Sand Group Homes

Attn: _____
7646 Little Sand Lane NE
Remer, MN 56672

If to Lessee: Independent School District 118

Attn: Pat Rendall, Superintendent
316 Main St E
Remer, MN 56672

Security Deposit: The Lessor does not require a security deposit.

Option to Renew: Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term.

Subordination: This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Counterparts/Facsimile Copies - This Lease may be executed in counterparts, all of which taken together shall constitute one and the same instrument. Lessor and Lessee agree that facsimile or other electronic executed copies of this Lease shall be binding.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the party's execution hereof:

LESSOR: Little Sand Group Homes
Address: 7646 Little Sand Lane NE
Remer, MN 56672

Signature: _____

Title: _____

Dated: _____

LESSEE: Independent School District #118
Address: 316 Main St E
Remer, MN 56672

Signature: _____

Title: _____

Dated: _____

SPEECH THERAPY SERVICE CONTRACT



This Speech Therapy Service Contract (“**Agreement**”) is made and entered into as of the _____ day of _____, 2023 (“**Execution Date**”) by and between Northland Community School (“**School**”) and Speech Partners, LLC a Minnesota limited liability company (“**Provider**”).

AGREEMENT

In consideration of the mutual covenants and obligations of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on the beginning of the 2023/2024 school year and shall terminate on the last day of the 2023/2024 school year (“**Term**”). The term of this Agreement shall also include any Extended School Year services provided at the request of the School.
2. **AGREEMENT TERMS.** All services rendered by the Provider shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with currently approved methods and practices of the Provider’s profession. The parties agree that the Provider shall be an independent contractor and not the School’s employee however all Speech-Language Pathologists (“**SLPs**”) being provided shall be deemed to be School personnel for licensing purposes.
3. **PROVIDER’S QUALIFICATIONS.** All services provided by the Provider shall be performed by a Minnesota Board of Teaching licensed Speech-Language Pathologist (“**SLP**”) holding a Certificate of Clinical Competence (“**CCC**”) with ASHA Certification and a Master’s degree. All SLPs shall provide the School with any required qualification documentation upon request of the School. Discontinuation of contract requires a 30-day written notice.
4. **SERVICES OF PROVIDER.** Services shall include Speech-Language Pathology furnished in accordance with the plan of treatment/IEP. SLPs shall utilize best efforts to:
 - a. Provide appropriate speech therapy services on a regular basis according to IEP specifications using the telepractice service model.
 - b. Provide appropriate documentation required by the School.
 - c. Develop and follow the IEP for the student’s communication deficits or work with appropriate School staff to adjust IEP to meet the student’s needs.
 - d. Evaluate communication skills of students as requested.
 - e. Communicate regularly with appropriate staff via email or phone.
 - f. Participate in student’s IEP meetings and appropriate conferences via computer or phone.
 - g. Re-schedule any missed sessions caused by the SLP. Missed sessions caused by the student/school may be re-scheduled if possible and will be billed at the regular rate.
 - h. Complete all documentation requested by the School for which the School is attempting to seek MA payment. The Provider does not directly bill MA, does not provide expert advice in MA billing, and does not determine which students, schools, or services may

qualify for MA funding. It is the School's responsibility to determine what speech therapy services provided by the Provider are eligible to bill for MA funding.

5. **INSURANCE.** Provider shall maintain professional liability insurance coverage of at least \$1,000,000 per occurrence. A copy of the certificate of insurance evidencing such coverage is available upon request.

6. **CIVIL RIGHTS.** Provider agrees to comply with TITLE VI of the Civil Rights Act of 1964 and all requirements imposed by the Department of Health, Education and Welfare in the end that no person in the Unites States shall, on the ground of race, color, religion, or sex be excluded from the participation in services.

7. **CONFIDENTIALITY.** Provider shall keep all student information confidential, only discussing information with parents, teachers, or other involved professionals on a need-to-know basis. Any information and methods of service provided by the Provider to the School shall be kept confidential by the School and may not, without prior written consent of the Provider, be disclosed in any manner for any other purpose than performing its requirements under this Agreement. The terms of this Article shall survive for two (2) years following the termination of the Term.

8. **TECHNOLOGY.** SLPs shall provide and maintain their own technology to use the online speech therapy meeting room for the scheduled sessions. In the event that the SLP's technology is temporarily not functional, the SLP will contact the School and the School will not be charged for the scheduled sessions. All attempts will be made to re-schedule those missed sessions.

The School shall be responsible to provide and maintain its own technology in order to adequately use the online speech therapy meeting room. This includes a Microsoft Windows or Mac based PC with an adequately sized monitor, webcam, a headset, a back-up phone (speaker phone or headset), printer, and reliable high-speed internet with adequate bandwidth for telepractice. Any missed sessions (without 24-hour notice) due to the school's non-functional technology will be billed at the regular rate. Reasonable efforts will be made to re-schedule those missed sessions and will be billed at the regular rate.

The School shall give the Provider full-administrative access to its telepractice computer via a remote management software package that is provided by the Provider free of charge. The School shall allow internet access to online speech therapy resources through the telepractice computer's internet connection. The Provider agrees to restrict its use of the telepractice computer and its internet connection for the sole purpose of providing speech therapy services to the school.

9. **OTHER ACCOMMODATIONS.** The School shall provide at its own expense, a "telepractice assistant" (usually a paraprofessional) to maintain the continuity of the telepractice services under the SLP's supervision and direction. The School shall also provide a quiet room that is adequate for telepractice speech therapy services.

10. **COMPENSATION**. Provider shall be compensated by the School for speech therapy services rendered at the request of the School at the rate of **\$81.60** per hour. Speech therapy services include but are not limited to evaluation, direct time, indirect time, make-up sessions, preparation time, documentation time, meeting time, therapy-related communication, travel time and mileage if requested by the school.

All scheduled appointments require a minimum of 24-hour notice for cancellation in order to avoid being charged at the regular rate.

Provider shall provide billing statements every 4 weeks of services rendered, which shall be paid no later than 14 days after billing statements are submitted to School District.

11. **MISCELLANEOUS PROVISIONS**.

a. **Captions**. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

b. **Modification**. This Agreement may not be altered, modified or amended except by an instrument in writing signed by each of the parties hereto.

c. **Governing Law**. The laws of the State of Minnesota shall govern the validity, construction and performance of this Agreement, to the extent not pre-empted by federal law. Any legal proceeding related to this Agreement shall be brought in Hennepin County, Minnesota.

d. **Notices**. All notices and other communications required or permitted under this Agreement shall be in writing, and provided to the other party either in person, by fax, or by certified mail.

e. **Survival**. Notwithstanding the termination of this Agreement, the terms of this Agreement which relate to periods, activities, obligations, rights or remedies of the parties upon or subsequent to such termination shall survive such termination and shall govern all rights, disputes, claims or causes of action arising out of or in any way related to this Agreement.

f. **Attorney's Fees**. If any action or proceeding is commenced by any party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

h. **Severability/Enforcement**. Should any provision of this Agreement be held illegal or unenforceable, the Agreement shall be construed as if not containing the invalid provision(s), and the Agreement shall be construed to give effect to the intent of the parties and shall be governed by the remaining portions or provisions governing the rights and obligations of the parties. A party's decision to refrain from enforcing a breach of any part of this Agreement (or a party's settlement of any claims for breach) will not prevent the party from enforcing the

Agreement as to any other breach of this Agreement that the non-breaching party discovers and shall not operate as a waiver against any future enforcement of any part of this Agreement.

i. Rule of Construction. The parties acknowledge and agree that the normal rule of construction whereby ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as otherwise stated, supersedes any and all oral or written prior agreements and understandings with respect to such subject matter; the parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement herein above expressed, have entered into this Agreement and have read the terms herein.

Accepted by:

_____ on ____/____/____
School's representative

_____ on ____/____/____
Provider

Speech Partners, LLC
Tami Colombo MA, CCC-SLP
12082 Quail Ave N
Stillwater, MN 55082

Northland Community School
316 Main Street
Remer, MN 56672

Phone: 651-439-2207
Fax: 651-430-3171
tami@speechpartners.com

Phone: 218-566-2351

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Track Boys
 beginning with the **2023** - **2024** school year. (activity) (boys' or girls') (Adapted-CI or PI)

List ALL schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Deer River High School	182	Deer River	7A	7A
High School #2:	Northland High School	77	Remer	7A	7A
High School #3:	Hill City High School	61	Hill City	7A	7A
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at www.mshsl.org/About/MSHSL/Membership/Information: A History & Model Resolution for School Boards)

Adding Hill City

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	7	3	0	1	2	6
High School #2	1	0	0	2	1	3
High School #3	0	0	0	0	0	0
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): DR/N./HC _____
- Team Colors: NAVY Blue and Gold Team Mascot: WarEagles
- Host School (school that will receive revenue share check): Deer River

Board of Education (or designee)	School	Date
Signed <u><i>Tri Alt</i></u>	<u>Deer River</u>	<u>6/12/23</u>
Signed _____	_____	_____
Signed _____	_____	_____
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

Approved Not Approved

Signature: _____ Date: _____

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Track Girls
 beginning with the 2023 - 2024 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List ALL schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Deer River High School	182	Deer River	7A	7A
High School #2:	Northland High School	77	Remer	7A	7A
High School #3:	Hill City High School	61	Hill City	7A	7A
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20-%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

Adding Hill City

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	3	2	5	4	4	3
High School #2	1	3	1	0	1	1
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): DR/N./HC

- Team Colors: NAVY Blue and Gold Team Mascot: WarEagles

- Host School (school that will receive revenue share check): Deer River

Board of Education (or designee)	School	Date
Signed <u>T. Alt</u>	<u>Deer River</u>	<u>6/12/23</u>
Signed _____	_____	_____
Signed _____	_____	_____
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

- Approved Not Approved

Signature: _____

Date: _____

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Cross Country Boys
 beginning with the 2023 - 2024 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List ALL schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Deer River High School	182	Deer River	7A	7A
High School #2:	Northland High School	77	Remer	7A	7A
High School #3:	Hill City High School	61	Hill City	7A	7A
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at www.mshsl.org/About/MSHSL/Membership/Information: A History & Model Resolution for School Boards)

Adding Hill City

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	0	0	0	0	0	2
High School #2	0	0	0	0	0	1
High School #3	0 1	0	0	1	0	0
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): DR/N./HC _____

- Team Colors: NAVY Blue and Gold Team Mascot: WarEagles

- Host School (school that will receive revenue share check): Deer River

Board of Education (or designee)	School	Date
Signed <u>Tris Allet</u>	<u>Deer River</u>	<u>6/12/23</u>
Signed _____	_____	_____
Signed _____	_____	_____
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

- Approved Not Approved

Signature: _____ Date: _____

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Cross Country Girls beginning with the **2023** - **2024** school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Deer River High School	182	Deer River	7A	7A
High School #2:	Northland High School	77	Remer	7A	7A
High School #3:	Hill City High School	61	Hill City	7A	7A
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

35

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About%20MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

Adding Hill City

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	1	2	1	0	2	2
High School #2	0	2	0	0	0	0
High School #3	0	0	1	0	1	0
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): DR/N /HC _____

- Team Colors: NAVY Blue and Gold Team Mascot: WarEagles

- Host School (school that will receive revenue share check): Deer River

Board of Education (or designee)	School	Date
Signed <u>[Signature]</u>	<u>Deer River</u>	<u>6/2/23</u>
Signed _____	_____	_____
Signed _____	_____	_____
Signed _____	_____	_____

Official Action of the MSHSL Board of Directors

Approved Not Approved

Signature: _____ Date: _____

Adopted: 9/15/97

Revised: 7/20/00

7/22/03, 2/19/08, 10/25/11, 2019

Reviewed: 1/2018, 5/2023

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. RESPONSIBILITY

A. The school board expects all students who participate in school sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities. ~~Consisting of:~~

- ~~_____ Athletics~~
- ~~_____ Band~~
- ~~_____ Choir~~
- ~~_____ Prom~~
- ~~_____ FCCLA~~
- ~~_____ OEA~~
- ~~_____ Student Council~~
- ~~_____ Knowledge Bowl~~
- ~~_____ YIA~~
- ~~_____ Special Olympics~~
- ~~_____ Annual~~
- ~~_____ Cheerleaders~~
- ~~_____ Academic Triathlon~~
- ~~_____ Anishinaabe Quiz Bowl~~
- ~~_____ Math Masters~~
- ~~_____ Homecoming~~
- ~~_____ Snow Days~~
- ~~_____ General Student Assemblies and Lyceums~~
- ~~_____ As well as any other school board approved student organizations.~~

B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

C. It shall be the responsibility of the superintendent to disseminate information needed to inform students, parents, staff and the community of the opportunities available within the school activity program and the rules of participation.

C. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. It shall be the responsibility of those employees who conduct MSHSL activities to familiarize students and parents with all applicable rules, penalties, and opportunities.

D. The Activity Director shall be responsible for conducting a continuing evaluation of school activity programs and presenting the results and any recommendations to the superintendent who will bring the evaluation and recommendation to the school board. Oral presentations at the Board meeting will suffice.

F. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

Legal References: Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)
~~MSBA Service Manual, Chapter 6, District Education Program~~
MSBA/MASA Model Policy 713 (Student Activity Accounting)

Adopted: 9/15/97
Revised: 7/20/00
7/22/03, 3/15/07, 10/25/11
Amended: 3/18/04, 5/20/04
Updated: 3/15/07, 02/08
Reviewed: 1/2018

Independent School District #118 Policy 511

511 STUDENT FUNDRAISING

I. PURPOSE

The purpose of this policy is to address student fundraising efforts.

II. GENERAL STATEMENT OF POLICY

The school board recognizes a desire and a need by some student organizations for fundraising. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students and the general public.

III. RESPONSIBILITY

- A. It shall be the responsibility of the building administrators to develop recommendations to the superintendent that will result in a level of activity deemed acceptable by employees, parents and students. Fundraising must be conducted in a manner that will not result in embarrassment on the part of individual students, employees, or the school.
- B. All fundraising activities must be approved in advance by the administration. Participation in nonapproved activities shall be considered a violation of school district policy.
- C. It shall be the responsibility of the superintendent to provide coordination of student fundraising throughout the school district as deemed appropriate.
- D. The school district expects all students who participate in approved fundraising activities to represent the school, the student organization and the community in a responsible manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.
- E. No school organization or club may solicit funds from students, staff, or the public or distribute flyers related to fund drives through the schools without the approval of the superintendent or his designee.

~~F. Funds not spent by the graduating class will be given to the next years Junior Class and the graduating class account will be closed.~~

IV. HANDLING OF DISTRICT MONEY

Monies collected by the School District employees and by student treasurers shall be handled with good and prudent business procedures both to demonstrate the ability of school system employees to operate in that fashion and to teach such procedures to students.

Monies amounting to over one dollar shall be receipted and accounted for and directed without delay to the proper location for deposit.

In no case shall monies be left outside of the ~~vault or safe overnight~~ securely locked location -in schools, and shall be deposited within 24 hours.

All money received on account of co-curricular school activities of the teachers and students shall be turned over to the District treasurer or his/her designee, who shall deposit the money in the general fund to be disbursed for expenses and salaries connected with the activities, or by the Board upon properly allowed itemized claims.

Because of the ever-present possibility of break-ins, district monies are not safe in the buildings and should not be kept on the premises overnight. Monies collected after the daily bank deposit shall be stored in the securely locked location ~~vault or safe~~ until the next banking day.

Remer Campus:

~~Bring all monies collected to the central office and give to the central office paraprofessional for counting and verification. Money is to be counted and listed on deposit slips prior to be given to central office para. Para is to check amounts, initial and give to the bookkeeper for deposit.~~

V. ANNUAL REPORT

The superintendent or designee shall report to the school board, at least annually, on the nature and scope of student fundraising activities approved pursuant to this policy.

<i>Legal References:</i>	Minn. Stat. § 123B.36 (Authorized Fees) Minn. Stat. § 120A.20 (Age Limitations: Pupils) Minn. Stat. § 123B.09, Subd. 8 (duties)
<i>Cross References:</i>	MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: 09/15/97

Independent School District #118 Policy 515

Revised: 7/00, 06/02, 07/03, 05/04,
03/05, 04/06, 3/18/10,
10/25/11, 10/22/13, 7/15/14, 2022

Updated: 03/15/07, 04/09, 03/18/10, 2/13/18

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 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. 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 authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, 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, satellite, internet or other electronic communication 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

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: 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:

1. a student's social security number;
2. 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;
3. 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;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. 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.

E. Education Records

1. What constitutes “education records?” Education records mean those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record? The term, “education

records,” does not include:

- a. Records of instructional personnel which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are 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, these provisions shall not apply to 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.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which 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 that only contain information about an individual 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.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Eligible Student

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

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. Juvenile Justice System

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

H. Legitimate Educational Interest

"Legitimate educational interest" includes 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; or

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.
4. Perform a task directly related to responding to a request for data.

I. 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.

J. 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 direct 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.

K. 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.

L. Responsible Authority

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

M. 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.

N. 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.

O. 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.

P. 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 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 C.F.R. § 99.31(a).

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality 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 Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 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 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 Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which 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 U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. § 2331 or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions

pursuant to Section XI. of this policy;

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

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 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 individual 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 Minn. Stat. § 260B.171, Subd. 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; or

21. Information provided to the school district concerning sex offenders and other individuals required to register in accordance with the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and applicable federal guidelines.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such an agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public 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.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in

Section VI. of this policy.

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the

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

B. Private Records Not Accessible to Parent

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

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

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 Minn. Stat. § 626.556, 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 Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, 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 which 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 Minn. Stat. § 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, Minn. Stat. § 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, 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; and
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which

includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 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, 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, disclosures to parents of a dependent student, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071, inform the party to whom a disclosure is made of the requirements set forth in this section. 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 C.F.R. § 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 § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 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. U.S.C. § 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 section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of

only the specific information which pertains to that student.

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information

contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

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

B. Right to a Hearing

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

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

- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

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

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
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 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
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)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 14071 (Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program)
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, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

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 906 (Community Notification of Predatory Offenders)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)