Regular Meeting

Wednesday, September 9, 2026 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**

6. **Audience Recognition**

7. **Consent items**

7.1. Approve the minutes from the Regular Meeting held on August 5, 2026

7.2. Aprpove the minutes from the Work Session held on August 19, 2026

7.3. Approve the August 2026 Treasurer's report and bills

7.4. Approve an overnight field trip for 6th grade to Deep Portage — October 13-14, 2026

7.5. 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;
Longville Lakes Area Chamber of Commerce - $3,000 for Trap Team
Outing Chamber of Commerce - $3,000 for Band
Sarah Dixon - Jupiter Trumpet & CB Percussion Practice Kit
Renee Dickinson - Bundy Clarinet
Hill City Thrift Shop - $1500 for PBIS
Lakers Lions Club - $1440 for Band
Jo A. Pommier - $20 for Volleyball

8. **Reports**

8.1. **Business Manager Report**

8.2. **Elementary Principal Report**

8.3. **High School Principal Report**

8.3.1. Career Pathways overview presented by Director, Scott Patrow

8.4. **Indian Education Report**

9. **Superintendent Report**

10. **New Business**

10.1. Approve the 2026-2028 MSEA Master Agreement

10.2. Approve revisions to the 2026-2027 Mentor Handbook

10.3. Approve the 2026-2027 Agreement for Early Learning Services between Leech Lake Band of Ojibwe and ISD #118

10.4. Approve the 2026-2027 Next Career Pathways Programming Agreement between IASC and ISD #118

10.5. Approve setting the proposed levy limitation and certification for 2027, payable in 2028, at the maximum

10.6. Set the date and time for the Truth in Taxation meeting

10.7. Second Reading of revisions to Policy 402 Disability Nondiscrimination

10.8. Second Reading of revisions to Policy 410 Family and Medical Leave as written

10.9. Second Reading of revisions to Policy 425 — Staff Development

10.10. Second Reading of revisions to Policy 503 Student Attendance

10.11. Second Reading of revisions to Policy 507.5 School Resource Officers

10.12. Second Reading of revisions to Policy 509 Enrollment of Nonresident Students

10.13. Second Reading of revisions to Policy 515 Protection and Privacy of Pupil Records

10.14. Second Reading of revisions to Policy 521 Student Disability Nondiscrimination

10.15. Second Reading of Policy 524 Internet Acceptable Use

10.16. Second Reading of revisions to Policy 530 Immunization Requirements

10.17. Second Reading of revisions to Policy 613 Graduation Requirements

10.18. Second Reading of revisions to Policy 615 Testing Accommodations, Modifications, and Exemptions

10.19. Second Reading of revisions to Policy 616 School District System Accountability with Appendix A Local Cycle

10.20. Second Reading of revisions to 621 Literacy and the READ Act

10.21. Second Reading of revisions to Policy 701 Establishment and Adoption of School District Budget

10.22. Second Reading of revisions to Policy 709 Student Transportation Safety

10.23. Second Reading of revisions to Policy 721 Procurement

10.24. Second Reading of revisions to Policy 722 Public Data Requests

11. **Personnel**

11.1. Accept the resignation of Myah Hess as Paraprofessional, effective August 10, 2026

11.2. Approve the hire of Mandy Jones as Senior Class Advisor, effective the 2026-2027 school year

11.3. Approve the hire of Rachael Wright as Paraprofessional, effective August 25, 2026

11.4. Approve the hire of Kimmi Parent as Paraprofessional, effective August 25, 2026

11.5. Approve the hire of Wendy Gray as Title I Academic Interventionist at BA, Step 3 of the NREM Master Agreement

11.6. Approve the hire of Val Golden as Custodian, effective September 2, 2026

11.7. Approve the hire of Mike Basta as Bus Driver, effective September 8, 2026

11.8. Approve the hire of Mathew Hilton as Junior High Football Coach effective Fall 2026

12. **Other school business which can legally be brought before the Board**

13. **Next Meeting Dates:**
    - **Regular Meeting, October 14, 2026, 5:30 p.m.**

14. **Adjournment**

Northland Community Schools - ISD #118
Regular Meeting Minutes Summary
Wednesday, August 5, 2026
Northland High School Room C113
316 Main St E
Remer, MN 56672

Aaron Ammerman: Present, Linda Knox: Present, Terri Nystrom: Present, Jason Perkins: Absent, Marc Ruyak: Present, Tyler Seifert: Present, Bill Wake: Present. Board Chair Ruyak called the meeting to order at 5:30 p.m.

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**

Motion to adopt the agenda with the addition of New Business 10.24 and Personnel 11.3. This motion, made by Aaron Ammerman and seconded by Linda Knox, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

5. **Recognitions**

6. **Audience Recognition**

7. **Consent items**

Motion to approve the Consent items. This motion, made by Bill Wake and seconded by Tyler Seifert, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

7.1. Approve meeting minutes from the Regular Meeting held on on July 8, 2026

7.2. Approve meeting minutes from the Special Meeting held on July 22, 2026

7.3. Approve Treasurer's Report and bills from June 2026

7.4. 401 Equal Employment Opportunity

7.5. 404 Employment Background Checks

7.6. 405 Veteran's Preference

7.7. 406 Public/Private Personnel Data

7.8. 413 Harassment and Violence

7.9. 418 Drug Free Workplace/School

7.10. 420 Communicable Diseases and Infections

7.11. 427 Workload Limits for Certain Special Education

7.12. 520 Student Surveys

7.13. 604 Instructional Curriculum

7.14. 618 Assessment of Standard Achievement

7.15. 619 Staff Development for Standards

8. **Reports**

8.1. **Business Manager Report**

8.2. **Elementary Principal Report**

8.3. **High School Principal Report**

8.4. **Indian Education Report**

9. **Superintendent Report**

10. **New Business**

10.1. Resolution relating to approving new referendum revenue authorization and calling for a special election thereon
Motion to approve the resolution relating to approving new referendum revenue authorization and calling for a special election thereon. This motion, made by Bill Wake and seconded by Tyler Seifert, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

10.2. Approve the Special Education Program Services Agreement between Itasca Area Schools Collaborative (IASC) and ISD #118 for FY27
Motion to approve the Special Education Program Services Agreement between Itasca Area Schools Collaborative (IASC) and ISD #118 for FY27 Attachments:. This motion, made by Bill Wake and seconded by Aaron Ammerman, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

10.3. Approve the Support Staff Services Agreement between IASC and ISD #118 for FY27
Motion to approve the Support Staff Services Agreement between IASC and ISD #118 for FY27. This motion, made by Linda Knox and seconded by Aaron Ammerman, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

10.4. Approve the Technology Service Agreement between IASC and ISD #118 for FY27
Motion to approve the Technology Service Agreement between IASC and ISD #118 for FY27. This motion, made by Tyler Seifert and seconded by Linda Knox, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc

Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

10.5. Approve the Early Childhood Screening Agreement between IASC and ISD #118 for FY27
Motion to approve the Early Childhood Screening Agreement between IASC and ISD #118 for FY27. This motion, made by Aaron Ammerman and seconded by Terri Nystrom, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

10.6. First Reading of revisions to Policy 402 Disability Nondiscrimination

10.7. First Reading of revisions to Policy 410 Family and Medical Leave as written

10.8. First Reading of revisions to Policy 425 — Staff Development

10.9. First Reading of revisions to Policy 503 Student Attendance

10.10. First Reading of revisions to Policy 507.5 School Resource Officers

10.11. First Reading of revisions to Policy 509 Enrollment of Nonresident Students

10.12. First Reading of revisions to Policy 515 Protection and Privacy of Pupil Records

10.13. First Reading of revisions to Policy 521 Student Disability Nondiscrimination

10.14. First Reading of Policy 524 Internet Acceptable Use

10.15. First Reading of revisions to Policy 530 Immunization Requirements

10.16. First Reading of revisions to Policy 613 Graduation Requirements

10.17. First Reading of revisions to Policy 615 Testing Accommodations, Modifications, and Exemptions

10.18. First Reading of revisions to Policy 616 School District System Accountability with Appendix A Local Cycle

10.19. First Reading of revisions to 621 Literacy and the READ Act

10.20. First Reading of revisions to Policy 701 Establishment and Adoption of School District Budget

10.21. First Reading of revisions to Policy 709 Student Transportation Safety

10.22. First Reading of revisions to Policy 721 Procurement(formerly Uniform Grant Guidance)

10.23. First Reading of revisions to Policy 722 Public Data Requests

10.24. Approve the 2026-2027 PSEO Agreement between MN North Colleges and ISD #118
Motion to approve the 2026-2027 PSEO Agreement between MN North Colleges and ISD #118. This motion, made by Bill Wake and seconded by Aaron Ammerman, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

11. **Personnel**

11.1. Approve the hire of Stacey Martinez as Paraprofessional, effective July 31, 2026
Motion to approve the hire of Stacey Martinez as Paraprofessional, effective July 31, 2026. This motion, made by Tyler Seifert and seconded by Linda Knox, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

11.2. Approve the hire of Sara Bender as 1.0 FTE Kitchen Worker, effective September 1, 2026
Motion to approve the hire of Sara Bender as 1.0 FTE Kitchen Worker, effective September 1, 2026. This motion, made by Tyler Seifert and seconded by Linda Knox, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

11.3. Accept Erin Diedrich's resignation as Title 1 Interventionist and Elementary Leadership Advisor effective immediately
Motion to accept Erin Diedrich's resignation as Title 1 Interventionist and Elementary Leadership Advisor effective immediately. This motion, made by Linda Knox and seconded by Terri Nystrom, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1

12. **Other school business which can legally be brought before the Board**

13. **Next Meeting Dates:**
- Work Session, August 19, 2026, 5:30 p.m.
- Regular Meeting, September 9, 2026, 5:30 p.m.

14. **Adjournment**
Board Chair Ruyak called for a motion to adjourn the meeting at 5:57 p.m. This motion, made by Linda Knox and seconded by Terri Nystrom, Passed.
Jason Perkins: Absent, Aaron Ammerman: Yea, Linda Knox: Yea, Terri Nystrom: Yea, Marc Ruyak: Yea, Tyler Seifert: Yea, Bill Wake: Yea
Yea: 6, Nay: 0, Absent: 1
Visitors: Kyndra Johnson

Tina Anderson, Recording Secretary

Linda Knox, Board Clerk

Northland Community Schools - ISD #118
Work Session Minutes Summary
Wednesday, August 19, 2026
Northland High School Room C113
316 Main St E
Remer, MN 56672

Aaron Ammerman: Present, Linda Knox: Present, Terri Nystrom: Present, Jason Perkins: Absent, Marc Ruyak: Present, Tyler Seifert: Present, Bill Wake: Absent.

1. **Call to Order**

Board Chair Ruyak called the meeting to order at 5:30 p.m.

2. Greetings, Pledge of Allegiance, Mission Statement

Mission Statement: *Educate and inspire all learners to reach their full potential*

3. Discussion Items

3.1. Operating Referendum

The school board reviewed and discussed the operating referendum. The Work Session concluded at 6:05 p.m.

4. Next Meeting Dates:

Regular Meeting, September 9, 2026, 5:30 p.m.

Tina Anderson, Recording Secretary

Linda Knox, Board Clerk

Northland Community Schools ISD# 118
FY 2027 Through Aug 2026

EXPENDITURES Fund	Actual 2025-26 Expenses	Adopted Budget 2026-27 Expenses	YTD Aug 2025-26 Expenses	YTD Aug 2026-27 Expenses	% of 2025-26 Budget	Aug FY '26 vs . Aug FY '27 Difference	% of 2026-27 Budget
General Fund (01)	7,382,982	7,692,832	473,916	597,052	6.4%	123,136	7.8%
Administrative & Support Svc	689,005	696,198	156,909	144,856	22.8%	(12,053)	20.8%
Regular Instruction	3,204,915	3,281,244	96,258	190,138	3.0%	93,880	5.8%
Vocational Instruction	96,977	130,067	-	400	0.0%	400	0.3%
Special Education Inst	1,873,299	1,815,340	5,057	1,109	0.3%	(3,948)	0.1%
Instructional Support	377,823	343,455	50,231	50,452	13.3%	221	14.7%
Pupil Support	277,855	389,847	6	281	0.0%	275	0.1%
Sites & Buildings	786,624	958,681	91,970	133,751	11.7%	41,781	14.0%
Fiscal & Other Fixed Costs	76,485	78,000	73,485	76,065	96.1%	2,580	97.5%
Food Service (02)	330,657	406,765	926	1,418	0.3%	492	0.3%
Transportation (03)	653,983	844,364	40,157	192,335	6.1%	152,178	22.8%
Community Service (04)	284,333	299,364	13,344	20,267	4.7%	6,924	6.8%
Capital Outlay (05)	30,867	93,500	21,573	2,758	69.9%	(18,815)	3.0%
Construction (06)	(221)	129,000	-	-	0.0%	-	0.0%
Debt Service (07)	1,760,631	1,770,456	292,816	269,992	16.6%	(22,824)	15.2%
Total	10,443,232	11,236,281	842,731	1,083,823	8.1%	241,092	9.6%
Total Funds 01, 03 & 05	**8,067,832**	**8,630,696**	**535,646**	**792,146**	**6.6%**	**256,500**	**9.2%**

REVENUE Fund	Actual 2025-26 Revenue	Budgeted 2026-27 Revenue	YTD Aug 2025-26 Revenue	YTD Aug 2026-27 Revenue	% of 2025-26 Budget	Aug FY '26 vs . Aug FY '27 Difference	% of 2026-27 Budget
General Fund (01)	7,684,690	7,934,265	1,319,328	1,459,633	17.2%	140,304	18.4%
Food Service (02)	318,527	280,200	36,135	4,142	11.3%	(31,993)	1.5%
Transportation (03)	377,821	351,982	2,092	-	0.6%	(2,092)	0.0%
Community Service (04)	204,204	317,048	26,313	2,037	12.9%	(24,276)	0.6%
Capital Outlay (05)	148,834	124,214	-	-	0.0%	-	0.0%
Construction (06)	-		-	-	#DIV/0!	-	#DIV/0!
Debt Service (07) & (47)	1,795,691	1,766,716	19,061	19,796	1.1%	735	1.1%
Trust (08) & (25) & (10) & (18)	55	-	-	14	0.0%	14	#DIV/0!
Total	10,529,822	10,774,425	1,402,929	1,485,621	13.3%	82,692	13.8%
Total Funds 01, 03 & 05	**8,211,345**	**8,410,461**	**1,321,420**	**1,459,633**	**16.1%**	**138,212**	**17.4%**

Northland Community Schools
Finance Report 08/31/26

First National Bank

General Checking			**$505,517.04**
Money Market Account			$37,516.81
CD/Scholarship	Carpenter	Matures 6/17/27	$8,712.15
CD/Scholarship	Carpenter	Matures 6/17/27	$15,733.24
CD/Scholarship	Felton	Matures 12/10/26	$7,793.64
CD/Scholarship	Sepin	Matures 8/25/26	$3,612.43
Total Investments			**$73,368.27**
Total of all deposits at First National Bank			**$578,885.31**
MN Trust Account at PMA total Value			**$3,206,516.91**

Accounts Payable Checks/Wires and Deposits by Fund

	Fund #	Fund Description	Deposits	A/P Checks
	01	General Fund	$304,475.27	$356,277.12
	02	Food Service Fund	$25.88	$3,691.65
	03	Transportation Fund	$0.00	$32,680.12
	04	Community Ed Fund	$17,330.00	$1,278.00
	05	Capital Fund	$0.00	$4,508.40
	06	Construction Fund	$0.00	$0.00
	07	Debt Redemption Fund	$0.00	$0.00
	18	Scholarship Fund	$0.00	$0.00
Total			**$321,831.15**	**$398,435.29**

August 2026 Payroll

	Monthly Total
Gross Payroll	$299,428.89
Employer Benefits	$69,997.96
Employer Taxes	$21,598.22
Total Cost of Payroll	**$391,025.07**

Includes Payrolls:

S202623-4	8/15/2026
S202703	8/15/2026
S202623-5	8/31/2026
s202704	8/31/2026

ISD#118 Remer-Longville
Receipt Listing Report

Deposit Ctrl No	Batch	Co	Receipt No	Receipt Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer	Status	Amount
16615		0118	23605	Credit	chec	11541	08/12/26	Check	1	1072	COMMUNITY EDUATION	Applied	80.00
		0118	23606	Credit	chec	11542	08/12/26	Check	1	1183	TRUE NORTH STARS PERKINS	Applied	5,413.78
		0118	23607	Credit	chec	11543	08/12/26	Check	1	c1	Miscellaneous Customer	Applied	1,370.09
		0118	23608	Credit	chec	11544	08/12/26	Check	1	1168	LEECH LAKE EARLY CHILDHOOD	Applied	16,875.00
		0118	23609	Credit	chec	11545	08/12/26	Check	1	c1	Miscellaneous Customer	Applied	2.00
		0118	23610	Credit	chec	11546	08/12/26	Check	1	c1	Miscellaneous Customer	Applied	2.00
		0118	23611	Credit	chec	11547	08/12/26	Cash	1	c1	Miscellaneous Customer	Applied	3.00
		0118	23612	Credit	chec	11548	08/12/26	Check	1	1173	NORTHLAND TRAP SHOOTING TEAM	Applied	3,000.00
		0118	23613	Credit	chec	11549	08/12/26	Check	1	1003	IND SCH DIST #2	Applied	104,703.57
		0118	23614	Credit	chec	11550	08/12/26	Check	1	1072	COMMUNITY EDUATION	Applied	375.00
		0118	23615	Credit	chec	11551	08/12/26	Check	1	1070	RETIRE/DEDUCT:	Applied	307.88
		0118	23616	Credit	chec	11552	08/12/26	Check	1	1070	RETIRE/DEDUCT:	Applied	53.38
		0118	23617	Credit	chec	11553	08/12/26	Check	1	1008	IND SCH DIST #317	Applied	80,340.74
		0118	23618	Credit	chec	11554	08/12/26	Check	1	1008	IND SCH DIST #317	Applied	10,902.48
		0118	23619	Credit	chec	11555	08/12/26	Check	1	1094	MSEA	Applied	865.29
											Deposit Control Total:		**224,294.21**
16616		0118	23620	Credit	chec	11556	08/21/26	Check	1	1073	BAND I	Applied	3,000.00
		0118	23621	Credit	chec	11557	08/21/26	Check	1	1108	AF ACTIVITY FEES	Applied	55.00
											Deposit Control Total:		**3,055.00**
16617		0118	23622	Credit	chec	Aug 26	08/31/26	Wire	1	1069	Food Service	Applied	25.88
											Deposit Control Total:		**25.88**
16618		0118	23623	Credit	chec	08/04/26	08/04/26	Wire	1	1097	CASS COUNTY AUDITOR-TREASURER	Applied	85,985.90
											Deposit Control Total:		**85,985.90**
16619		0118	23624	Credit	chec	08142026	08/14/26	Wire	1	1097	CASS COUNTY AUDITOR-TREASURER	Applied	8,470.16
											Deposit Control Total:		**8,470.16**
16620		0118	23625	Credit	2	08262026	08/26/26	Check	1	MDE	Minn Dept of ED	Applied	4,142.14
											Deposit Control Total:		**4,142.14**
16621		0118	23626	Credit	2	08122026	08/12/26	Wire	1	MDE	Minn Dept of ED	Applied	4,366.35
											Deposit Control Total:		**4,366.35**
16622		0118	23627	Credit	2	08262026	08/26/26	Wire	1	MDE	Minn Dept of ED	Applied	20,860.34
											Deposit Control Total:		**20,860.34**
16623		0118	23628	Credit	2	08132026	08/13/26	Wire	1	MDE	Minn Dept of ED	Applied	3,683.42
											Deposit Control Total:		**3,683.42**

ISD#118 Remer-Longville
Receipt Listing Report

Deposit Ctrl No	Batch	Co	Receipt No	Receipt Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer		Status	Amount
16624		0118	23629	Credit	2	08282026	08/28/26	Wire	1	MDE	Minn Dept of ED		Applied	308,514.77
												Deposit Control Total:		**308,514.77**
16625		0118	23630	Credit	2	08122026	08/12/26	Wire	1	MDE	Minn Dept of ED		Applied	583,203.57
												Deposit Control Total:		**583,203.57**
												Report Total:		1,246,601.74

ISD#118 Remer-Longville

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108909	3284	R	APPLE COMPUTER INC		Check
			E 01 010 203 202 000 555	MDHL4LL/A 13-inch MacBook Air: Apple M5 cl	$9,790.00	
			E 01 010 203 202 000 555	MDH74LL/A 13-inch MacBook Air: Apple M5 cl	$999.00	
PO#: 21533	Voucher #:	78975	Invoice	Invoice No: MC87031719	8/4/2026	Paid Amt: $10,789.00
						Check Amount: $10,789.00
chec	108910	6700	REMIT	CM2 SUPPLY		Check
			E 03 005 760 000 720 350	CYLINDER RENTAL	$57.83	
PO#:	Voucher #:	78986	Invoice	Invoice No: 0000527978	8/4/2026	Paid Amt: $57.83
			E 03 005 760 000 720 350	CYLINDER RENTAL	$12.26	
PO#:	Voucher #:	78987	Invoice	Invoice No: 0000527979	8/4/2026	Paid Amt: $12.26
						Check Amount: $70.09
chec	108911	5454	REMIT	DAKOTA MAILING		Check
			E 01 005 620 000 343 315	Compatible C Auto 765-9	$108.27	
PO#:	Voucher #:	78982	Invoice	Invoice No: 92284	8/4/2026	Paid Amt: $108.27
						Check Amount: $108.27
chec	108912	5443		HEARTLAND BUSINESS SYSTEMS		Check
			E 01 005 630 000 000 555	Labor	$5,760.00	
PO#: 21089	Voucher #:	78976	Invoice	Invoice No: 897459-H	8/4/2026	Paid Amt: $5,760.00
			E 01 005 630 000 000 555	USAC Portion	$864.00	
PO#:	Voucher #:	78977	Credit	Invoice No: 897459-H	8/4/2026	Paid Amt: ($864.00)
						Check Amount: $4,896.00
chec	108913	01052		HOLKERS DO IT BEST LUMBER		Check
			E 01 310 292 110 000 401	supplies	$19.98	
PO#: 21575	Voucher #:	78992	Invoice	Invoice No: 2607-109629	8/4/2026	Paid Amt: $19.98
			E 01 310 292 110 000 401	supplies	$6.18	
PO#: 21575	Voucher #:	78978	Invoice	Invoice No: 2607-109522	8/4/2026	Paid Amt: $6.18
			E 01 310 292 110 000 401	supplies	$17.93	
PO#: 21575	Voucher #:	78961	Invoice	Invoice No: 2607-109896	8/4/2026	Paid Amt: $17.93
						Check Amount: $44.09
chec	108914	5140		INSTITUTE FOR ENVIRONMENTAL ASSESSMENT		Check
			E 05 005 865 000 347 305	SITE VISIT #6	$875.00	
			E 05 005 865 000 347 305	SITE VISIT #7	$875.00	
PO#:	Voucher #:	78991	Invoice	Invoice No: 00064232	8/4/2026	Paid Amt: $1,750.00
						Check Amount: $1,750.00

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108915	4643		ISD #0317		Check
			E 01 310 292 130 000 391	FY26 CROSS COUNTRY EXPENSE		$1,857.86
PO#:	Voucher #:	78959	Invoice	Invoice No: 2368	8/4/2026	Paid Amt: $1,857.86
			E 01 310 292 150 000 391	fy26 SHARED TRACK COSTS		$4,650.07
PO#:	Voucher #:	78960	Invoice	Invoice No: 2369	8/4/2026	Paid Amt: $4,650.07
						Check Amount: $6,507.93
chec	108916	5505		IXL LEARNING		Check
			E 01 010 203 202 000 460	IXL Site License (3rd-12th grade) - 1 year		$5,512.50
PO#: 21542	Voucher #:	78962	Invoice	Invoice No: S579693	8/4/2026	Paid Amt: $5,512.50
						Check Amount: $5,512.50
chec	108917	5358		L&M SUPPLY INC		Check
			E 01 005 810 000 000 420	supplies		$133.10
PO#: 20895	Voucher #:	78963	Invoice	Invoice No: 0610043533	8/4/2026	Paid Amt: $133.10
			E 01 005 810 000 000 420	supplies		$5.49
PO#: 20895	Voucher #:	78964	Invoice	Invoice No: 0110064418	8/4/2026	Paid Amt: $5.49
						Check Amount: $138.59
chec	108918	06071		M A S S P		Check
			E 01 020 050 000 000 820	M.Yakibchuk		$615.00
PO#:	Voucher #:	78966	Invoice	Invoice No: 26-27 Membership	8/4/2026	Paid Amt: $615.00
						Check Amount: $615.00
chec	108919	6811	REMIT	MACMILLAN HOLDINGS LLC DBA HOLTZBRINK PUBLISHERS LLC		Check
			E 01 020 270 000 000 460	Achieve for Thinking About Psychology (Sever		$1,000.00
PO#: 21558	Voucher #:	78989	Invoice	Invoice No: 8780011X	8/4/2026	Paid Amt: $1,000.00
			E 01 020 270 000 000 460	Thinking About Psychology (High School)		$2,519.60
			E 01 020 270 000 000 460	Freight		$46.85
PO#: 21558	Voucher #:	78990	Invoice	Invoice No: 87732815	8/4/2026	Paid Amt: $2,566.45
						Check Amount: $3,566.45
chec	108920	1095		MARCO TECHNOLOGIES LLC		Check
			E 01 010 203 202 000 580	Elem copier		$582.06
			E 01 020 211 000 000 580	Sec Copier		$582.07
			E 01 005 110 371 000 580	District Copier		$582.06
PO#:	Voucher #:	78980	Invoice	Invoice No: 586169625	8/4/2026	Paid Amt: $1,746.19
						Check Amount: $1,746.19
chec	108921	5373	REMIT	MN DEPT LABOR & INDUSTRY		Check
			E 01 005 810 000 000 820	Elevator Annual Op		$145.00
PO#:	Voucher #:	78983	Invoice	Invoice No: ALR0191872X	8/4/2026	Paid Amt: $145.00

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108921	5373	REMIT	MN DEPT LABOR & INDUSTRY		Check
			E 01 005 810 000 000 820	115977 BOILER	$25.00	
			E 01 005 810 000 000 820	238132 PRESSURE VESSEL	$25.00	
			E 01 005 810 000 000 820	662811 PRESSURE VESSEL	$25.00	
			E 01 005 810 000 000 820	138657 BOILER	$25.00	
			E 01 005 810 000 000 820	1103476 PRESSURE VESSEL	$25.00	
			E 01 005 810 000 000 820	135608 BOILER	$25.00	
			E 01 005 810 000 000 820	22 PRESSURE VESSEL	$25.00	
PO#:	Voucher #:	78984	Invoice	Invoice No: ABR0377915X	8/4/2026	Paid Amt: $175.00
						Check Amount: $320.00
chec	108922	6097		NORTHERN DRUG SCREENING INC		Check
			E 03 005 760 000 720 290	H.Wagenbach DOT Physical	$70.00	
			E 03 005 760 000 720 290	A.Lego Drug Screen	$30.00	
PO#:	Voucher #:	78993	Invoice	Invoice No: 17658	8/4/2026	Paid Amt: $100.00
						Check Amount: $100.00
chec	108923	4065		NORTHERN STAR COOPERATIVE		Check
			E 03 005 760 000 720 441	GASOLINE	$535.62	
			E 03 005 760 000 720 441	DIESEL	$18.60	
PO#:	Voucher #:	78988	Invoice	Invoice No: STMT 7/2026	8/4/2026	Paid Amt: $554.22
						Check Amount: $554.22
chec	108924	5796		O'REILLY AUTO PARTS		Check
			E 03 005 760 000 720 401	parts for stock	$167.37	
PO#: 21577	Voucher #:	78965	Invoice	Invoice No: 1533-326354	8/4/2026	Paid Amt: $167.37
			E 03 005 760 000 720 401	CV SHFT	$135.26	
PO#:	Voucher #:	78871	Credit	Invoice No: 1533-325525	8/4/2026	Paid Amt: ($135.26)
			E 03 005 760 000 720 401	oil filter, air filter, fuel/wtr sep	$1,021.90	
PO#: 21577	Voucher #:	78967	Invoice	Invoice No: 1533-327444	8/4/2026	Paid Amt: $1,021.90
			E 03 005 760 000 720 420	Core Return	$350.00	
PO#:	Voucher #:	78884	Credit	Invoice No: 1533-323303	8/4/2026	Paid Amt: ($350.00)
			E 03 005 760 000 720 401	CF SHFT	$135.26	
PO#: 21577	Voucher #:	78870	Invoice	Invoice No: 1533-325364	8/4/2026	Paid Amt: $135.26
			E 03 005 760 000 720 420	Bung Adapter	$178.20	
			E 03 005 760 000 720 420	fil_kit812np	$13.45	
PO#:	Voucher #:	78906	Invoice	Invoice No: 1533-322935	8/4/2026	Paid Amt: $191.65
						Check Amount: $1,030.92
chec	108925	06636		PINE CONE PRESS CITIZEN		Check
			E 01 010 216 000 401 430	Early childhood Ad	$350.31	

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108925	06636		PINE CONE PRESS CITIZEN		Check
			E 01 010 216 000 401 430	Early Childhood Ad		$342.94
			E 01 005 110 000 000 380	Meeting CHange Notice		$53.80
PO#:	Voucher #:	78968	Invoice	Invoice No: STMT 7/2026	8/4/2026	Paid Amt: $747.05
						Check Amount: $747.05
chec	108926	6809		RAPTOR TECHNOLOGIES, LLC		Check
			E 01 020 211 000 000 305	Hall Pass Pro		$995.00
PO#: 21540	Voucher #:	78974	Invoice	Invoice No: INV274611	8/4/2026	Paid Amt: $995.00
						Check Amount: $995.00
chec	108927	6813		RED ROVER TECHNOLOGIES HOLDINGS LLC		Check
			E 01 005 110 000 000 305	HIRIING SUBSCRIPTION		$3,120.00
PO#:	Voucher #:	78969	Invoice	Invoice No: INV16196	8/4/2026	Paid Amt: $3,120.00
						Check Amount: $3,120.00
chec	108928	6146		TC's FOODS INC		Check
			E 02 005 770 000 701 490	lunch		$20.97
PO#:	Voucher #:	78979	Invoice	Invoice No: 06/05/2026	8/4/2026	Paid Amt: $20.97
						Check Amount: $20.97
chec	108929	6368	REMIT	W-E INSURANCE		Check
			E 01 005 940 000 000 340	Cyber Renewal		$6,830.00
PO#:	Voucher #:	78973	Invoice	Invoice No: FY 27 Cyber Renewal	8/4/2026	Paid Amt: $6,830.00
						Check Amount: $6,830.00
chec	108930	6315		WRIGHT SPECIALTY PREMIUM TRUST		Check
			E 03 005 760 000 720 340	Commercial - Auto		$13,952.00
PO#:	Voucher #:	78971	Invoice	Invoice No: 923558	8/4/2026	Paid Amt: $13,952.00
			E 01 005 940 000 000 340	Liability - Excess		$5,832.00
PO#:	Voucher #:	78972	Invoice	Invoice No: 923527	8/4/2026	Paid Amt: $5,832.00
			E 01 005 940 000 000 340	Commercial Package		$63,403.26
PO#:	Voucher #:	78970	Invoice	Invoice No: 923591	8/4/2026	Paid Amt: $63,403.26
						Check Amount: $83,187.26
chec	108931	3296		AMAZON.COM		Check
			E 01 005 110 000 000 401	B002XH3AMS AT-A-GLANCE Wall Calendar 2		$16.99
			E 01 005 110 000 000 401	B004INFQHC Avery Pre-Printed Jan-Dec Plas		$7.09
			E 01 005 110 000 000 401	B09QZL3SQR 3 Pack Compatible Calculator I		$6.99
			E 01 005 110 000 000 401	B0C4Z6WLLQ Lysol Air Sanitizer with Bacteria		$18.72
			E 01 005 110 000 000 401	Freight		$6.99
PO#: 21570	Voucher #:	78985	Invoice	Invoice No: 1JD6-GWMD-L9QX	8/25/2026	Paid Amt: $56.78

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108931	3296		AMAZON.COM		Check
			E 01 020 211 000 000 401	layhit clear 30 cell phone lockers	$124.73	
PO#: 21550	Voucher #:	78995	Invoice	Invoice No: 1TTK-LTYQ-TLJH	8/25/2026	Paid Amt: $124.73
			E 01 005 110 000 000 401	B01N1F9ME0 Fargo Printer YMCKO Color Rib	$98.79	
			E 01 005 110 000 000 401	B08GCXJWWN Card Imaging Fargo Cleaning	$47.51	
PO#: 21605	Voucher #:	79079	Invoice	Invoice No: 1PWW-4H1T-1KKR	8/25/2026	Paid Amt: $146.30
			E 01 010 630 000 000 350	B001NTGUP6 APC UPS Battery Replacemen	$105.94	
			E 01 010 630 000 000 350	Amazon Shipping Charge	$0.00	
PO#: 21596	Voucher #:	78996	Invoice	Invoice No: 1J3P-HCGN-7CLN	8/25/2026	Paid Amt: $105.94
			E 01 010 203 000 000 466	B07L4JFR3Q Barks Classroom Headphones E	$186.39	
			E 01 020 630 000 000 401	B09MR19K95 XFasten Blue Painters Tape 3 I	$20.73	
			E 01 020 630 000 000 401	B0CXDN9435 Konohan 100 Pcs Wired Earbu	$27.99	
			E 01 020 630 000 000 401	Amazon Shipping Charge	$6.99	
PO#: 21616	Voucher #:	79081	Invoice	Invoice No: 13C3-YGML-3L6J	8/25/2026	Paid Amt: $242.10
			E 01 005 110 000 000 401	B005SG0VX2 Westcott 15" TrimAir Wood Gui	$63.37	
			E 01 010 206 000 433 401	B0CKRMX46B Layhit Clear 30 Slots Cell Phor	$374.19	
			E 01 010 206 000 433 401	B0FW5STF82 YSHIHE 1" x 2-5/8" Colored La	$8.54	
			E 01 010 206 000 433 401	B0GF2H75CS INTERWARM 96Pcs Sliding ID	$35.29	
			E 01 010 206 000 433 401	Freight	$6.07	
			E 01 005 110 000 000 401	Freight	$0.92	
PO#: 21595	Voucher #:	79083	Invoice	Invoice No: 1JF6-19RT-WTJQ	8/25/2026	Paid Amt: $488.38
			E 01 005 110 000 000 401	B000R91CLA Ziploc Pint Food Storage Freeze	$4.30	
			E 01 005 110 000 000 401	B09NKJSG3K KINGSUM Vertical ID Badge H	$24.68	
			E 01 005 810 000 000 350	B0BFLJPG4G 30 Pack Heavy Duty Silvery Du	$49.98	
			E 01 005 110 000 000 401	B0CBK97GZS 30Pcs Metal Badge Clips with (	$4.98	
PO#: 21584	Voucher #:	79002	Invoice	Invoice No: 17L1-FFGC-H9GX	8/25/2026	Paid Amt: $83.94
			E 01 020 258 000 318 430	PREWOUND BOBBIN THREAD SET	$14.28	
			E 01 020 258 000 318 430	SWIVEL SNAP HOOKS	$5.13	
PO#:	Voucher #:	78957	Credit	Invoice No: 1Y4G-D3KJ-3FD1H	8/25/2026	Paid Amt: ($19.41)
			E 01 010 206 011 433 401	BRACELETS	$10.99	
PO#:	Voucher #:	78849	Credit	Invoice No: 1LWN-F4VD-F63H	8/25/2026	Paid Amt: ($10.99)
			E 01 005 110 000 000 401	AT-A-GLANCE CALENDAR	$16.99	
PO#:	Voucher #:	79010	Credit	Invoice No: 13XM-PXTH-LNLD	8/25/2026	Paid Amt: ($16.99)
			E 01 010 206 011 433 401	LIP BALM	$8.98	
			E 01 010 206 011 433 401	MINI DINOSAUR FIGURES	$14.24	
			E 01 010 206 011 433 401	SENSORY FIDGET TOYS	$19.99	

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
chec	**108931**	**3296**		**AMAZON.COM**		**Check**		
			E 01 010 206 011 433 401	DAZZLE PUTTY		$58.80		
PO#:	**Voucher #:**	**78836**	Credit	**Invoice No:** 1M9N-QK1W-1RW1	**8/25/2026**		**Paid Amt:**	**($102.01)**
			E 02 005 770 000 701 350	B0DB14LFHG BPSSDI 0-60 Psi Low Pressure		$25.77		
			E 02 005 770 000 701 350	Freight		$1.10		
PO#: 21511	**Voucher #:**	**78890**	Invoice	**Invoice No:** 1RNT-WNLG-M7RF	**8/25/2026**		**Paid Amt:**	**$26.87**
			E 01 020 211 000 000 555	B07VQ8Y4CD Fosmon Refrigerator Surge Prc		$24.74		
			E 01 020 211 000 000 555	B0BC89ST4S Soke Case for iPad (A16) 11th (		$79.95		
			E 01 020 211 000 000 555	B0CWRDDYL1 4K HDMI Cable 3FT 10-Pack,		$26.99		
			E 01 020 211 000 000 555	B0CZDQ8VBT MoKo for iPad (A16) 11th/10th		$59.75		
			E 01 020 211 000 000 555	Amazon Shipping Charge		$1.01		
PO#: 21582	**Voucher #:**	**79006**	Invoice	**Invoice No:** 1CVH-JJL7-N43K	**8/25/2026**		**Paid Amt:**	**$192.44**
			E 01 020 258 000 318 430	REART NATURAL AIR DRY CLAY		$42.99		
PO#:	**Voucher #:**	**78892**	Credit	**Invoice No:** 1G7C-61M1-W4F3	**8/25/2026**		**Paid Amt:**	**($42.99)**
			E 01 020 211 000 000 401	GRADUATION STOLE PURPLE		$32.92		
PO#:	**Voucher #:**	**78900**	Credit	**Invoice No:** 1GPY-TRXQ-KC7Q	**8/25/2026**		**Paid Amt:**	**($32.92)**
			E 01 005 810 000 000 410	B000JKCG76 HOSPECO Maxithins Vended S		$37.15		
			E 01 005 810 000 000 410	B002MB5WXU Hospeco Tampax Tampons for		$89.68		
			E 01 020 050 000 000 401	B0CFDPSYDT Loetere Round Plastic Key Tag		$17.99		
			E 01 005 810 000 000 410	B0FH1S31SG Upgrade High Torque Brush He		$40.99		
PO#: 21613	**Voucher #:**	**79078**	Invoice	**Invoice No:** 1GCX-X3G6-179Q	**8/25/2026**		**Paid Amt:**	**$185.81**
			E 01 020 258 000 318 430	CANVAS BOARDS		$29.99		
			E 01 020 258 000 318 430	20 ROLLS WAX STRING		$19.99		
PO#:	**Voucher #:**	**78835**	Credit	**Invoice No:** 1M9N-QK1W-9FD9	**8/25/2026**		**Paid Amt:**	**($49.98)**
			E 01 005 010 000 000 401	B07WLZ62PB Custom Same Day Access Pro		$381.21		
PO#: 21584	**Voucher #:**	**79005**	Invoice	**Invoice No:** 1XQD-1C6T-RRML	**8/25/2026**		**Paid Amt:**	**$381.21**
			E 01 020 258 000 318 430	10YD COTTON QUILTING FABRIC LIGHT BL		$82.62		
PO#:	**Voucher #:**	**78894**	Credit	**Invoice No:** 1YCP-K6NX-G17H	**8/25/2026**		**Paid Amt:**	**($82.62)**
			E 01 005 715 000 342 530	B0D7Q25SHZ for Motorola XPR3500e Charge		$24.65		
			E 01 005 715 000 342 530	B0G9H5T5WJ Begguath (2-Pack) PMPN4527		$33.24		
			E 01 005 715 000 342 530	Amazon Shipping Charge		$6.99		
PO#: 21567	**Voucher #:**	**79008**	Invoice	**Invoice No:** 1CQG-JGHC-LJNP	**8/25/2026**		**Paid Amt:**	**$64.88**
			E 01 020 211 000 000 401	GRADUATION STOLE PURPLE		$36.92		
PO#:	**Voucher #:**	**78832**	Credit	**Invoice No:** 1WMG-QC9H-CYDY	**8/25/2026**		**Paid Amt:**	**($36.92)**
			E 01 020 258 000 318 430	100 PC SWIVEL SNAP		$7.99		
			E 01 020 258 000 318 430	210 PC BOBBIN THREAD		$20.69		
PO#:	**Voucher #:**	**78830**	Credit	**Invoice No:** 1N9R-V4RQ-GX3H	**8/25/2026**		**Paid Amt:**	**($28.68)**

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
chec	108931	3296		AMAZON.COM		Check		
			E 01 020 211 000 000 401	GRADUATION STOLE		$36.92		
PO#:	Voucher #:	78838	Credit	Invoice No: 1LCY-HC7J-XQ6D	8/25/2026		Paid Amt:	($36.92)
			E 01 020 258 000 318 430	BROTHER SEWING MACHINE		$94.99		
PO#:	Voucher #:	78895	Credit	Invoice No: 1LYD-1QLQ-HG4D	8/25/2026		Paid Amt:	($94.99)
			E 01 020 258 000 318 430	gLASS SEED BEADS - 12 COLORS		$16.99		
PO#:	Voucher #:	78955	Credit	Invoice No: 1VDG-P39G-N7VV	8/25/2026		Paid Amt:	($16.99)
			E 01 020 258 000 318 430	FAUX SUEDE LEATHER CORD		$37.98		
			E 01 020 258 000 318 430	MINI HEAT PRESS		$9.99		
			E 01 020 258 000 318 430	JUMP RINGS		$9.99		
			E 01 020 258 000 318 430	STIFF FELT SHEETS		$12.99		
PO#:	Voucher #:	78831	Credit	Invoice No: 1LYP-61NR-9VQV	8/25/2026		Paid Amt:	($70.95)
			E 01 020 211 000 000 401	GRADUATION STOLE PURPLE		$32.92		
PO#:	Voucher #:	78899	Credit	Invoice No: 1PP4-RKKH-KGPM	8/25/2026		Paid Amt:	($32.92)
			E 04 500 582 000 344 401	GUILLOTINE PAPER CUTTER		$19.19		
PO#:	Voucher #:	78833	Credit	Invoice No: 1TDJ-DVNT-C9H6	8/25/2026		Paid Amt:	($19.19)
			E 01 010 206 011 433 401	CUTE STICKY NOTES		$12.60		
			E 01 010 206 011 433 401	HOT WHEELS CARS		$68.03		
			E 01 010 206 011 433 401	SCRUNCHIES		$9.49		
			E 01 010 206 011 433 401	MULTICOLOR PENS		$23.99		
			E 01 010 206 011 433 401	SENSORY FIDGET TOYS		$24.69		
PO#:	Voucher #:	78841	Credit	Invoice No: 1PLC-4XN1-NF3W	8/25/2026		Paid Amt:	($138.80)
			E 01 020 211 000 000 401	layhit clear 30 cell phone lockers		$374.19		
PO#: 21550	Voucher #:	78997	Invoice	Invoice No: 1CVJ-C4RF-676J	8/25/2026		Paid Amt:	$374.19
			E 01 020 258 000 318 430	BROTHER SEWING MACHING		$149.00		
PO#:	Voucher #:	78893	Credit	Invoice No: 19NT-1M63-H1LW	8/25/2026		Paid Amt:	($149.00)
			E 01 010 206 011 433 401	HAIR TIES		$6.64		
			E 01 010 206 011 433 401	MEDIUM HAIR CLIPS		$9.99		
PO#:	Voucher #:	78837	Credit	Invoice No: 1TDJ-DVNT-39HL	8/25/2026		Paid Amt:	($16.63)
			E 01 020 258 000 318 430	BRAIDED THREAD		$29.44		
			E 01 020 258 000 318 430	EMBROIDERY MACHINE THREAD		$45.99		
			E 01 020 258 000 318 430	EMBROIDERY MACHINE THREAD		$19.99		
PO#:	Voucher #:	78834	Credit	Invoice No: 1JVQ-7N64-1XLT	8/25/2026		Paid Amt:	($95.42)
			E 01 005 715 000 342 530	B084TTTV7M 18V 2A 36W AC/DC Power Sup		$65.94		
PO#: 21567	Voucher #:	79009	Invoice	Invoice No: 1TQQ-GQV7-J76G	8/25/2026		Paid Amt:	$65.94
			E 01 010 203 209 000 430	100ft Type III 7 Strand Core Paracord 550 Par		$7.59		
			E 01 010 203 209 000 430	BOMEI PACK Black Painters Tape 1 Inch Bulk		$15.80		

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108931	3296		AMAZON.COM		Check
			E 01 010 203 209 000 430	Nicunom 50 Pack Mini Trophies for Awards, Pl		$19.48
PO#: 21614	Voucher #:	79080	Invoice	Invoice No: 197H-DFJL-1Y3N	8/25/2026	Paid Amt: $42.87
			E 01 020 211 000 000 401	PURPLE GRAD STOLE		$36.92
PO#:	Voucher #:	78958	Credit	Invoice No: 1TXX-KD3J-L4DR	8/25/2026	Paid Amt: ($36.92)
			E 01 005 810 000 000 350	B0038R8CGQ Sloan R-1003-A Regal Water C		$168.72
			E 01 005 810 000 000 350	B0BFLJPG4G IBosins 30 Pack Heavy Duty Du		$99.96
			E 01 005 810 000 000 350	B0F65KP8VS Vorynne Water Filter Compatibl		$151.22
			E 01 005 810 000 000 350	Amazon Shipping Charge		$0.00
PO#: 21532	Voucher #:	78804	Invoice	Invoice No: 1HT7-WDXD-R74P	8/25/2026	Paid Amt: $419.90
			E 01 020 211 000 000 460	Big Ideas Learning 6th grade Advanced IBSN		$540.00
			E 01 020 211 000 000 460	Freight		$7.98
PO#: 21546	Voucher #:	78918	Invoice	Invoice No: 1VD9-4PJ7-6KHW	8/25/2026	Paid Amt: $547.98
						Check Amount: $2,418.02
chec	108932	04084		AMERICAN DISPOSAL		Check
			E 01 005 810 000 000 331	July		$430.78
PO#:	Voucher #:	79007	Invoice	Invoice No: 540510931	8/25/2026	Paid Amt: $430.78
						Check Amount: $430.78
chec	108933	5653		BRETH ZENZEN FIRE PROTECTION LLC		Check
			E 05 005 865 000 363 305	SPRINKLER SYSTEM INSPECTION		$1,750.00
PO#:	Voucher #:	78998	Invoice	Invoice No: 28226	8/25/2026	Paid Amt: $1,750.00
						Check Amount: $1,750.00
chec	108934	6759	REMIT	CENTURYLINK		Check
			E 01 005 810 000 000 320	Telephone		$96.50
PO#:	Voucher #:	79016	Invoice	Invoice No: 796285820	8/25/2026	Paid Amt: $96.50
						Check Amount: $96.50
chec	108935	01151		CITY OF REMER		Check
			E 01 005 810 000 000 330	7/1/26 - 9/30/26		$2,498.15
PO#:	Voucher #:	79019	Invoice	Invoice No: STMT 7/2026	8/25/2026	Paid Amt: $2,498.15
						Check Amount: $2,498.15
chec	108936	3663		CLIMATE MAKERS INC		Check
			E 01 005 810 000 000 306	Fuel Oil Boiler Cleaning		$6,900.00
PO#: 21548	Voucher #:	79003	Invoice	Invoice No: 127999	8/25/2026	Paid Amt: $6,900.00
						Check Amount: $6,900.00

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108937	6513		COLONIAL LIFE		Check
			B 01 215 032	ER Cafe Plan Payroll Deductions		$480.82
PO#:	Voucher #:	79093	Invoice	Invoice No: 58543770813219	8/25/2026	Paid Amt: $480.82
						Check Amount: $480.82
chec	108938	5133	REMIT	COOLE SCHOOL		Check
			E 01 010 206 000 433 401	Secondary Planner 8.5" X 11" [2026-2027 Aca		$447.95
			E 01 010 206 000 433 401	Shipping		$75.95
PO#: 21565	Voucher #:	79011	Invoice	Invoice No: CS-36214	8/25/2026	Paid Amt: $523.90
						Check Amount: $523.90
chec	108939	4397		DELTA DENTAL OF MN		Check
			E 01 010 203 000 000 291	elem retiree		$100.88
			E 01 020 211 000 000 291	sec retiree		$148.82
			E 01 010 050 000 000 291	admin retiree		$148.82
			E 01 010 050 000 000 291	district contribution		$3,666.93
PO#:	Voucher #:	79094	Invoice	Invoice No: ris0007183503	8/25/2026	Paid Amt: $4,065.45
						Check Amount: $4,065.45
chec	108940	5419		DSC COMMUNICATIONS		Check
			E 03 005 760 000 720 420	camera and radio for the new bus #97		$375.00
PO#: 21580	Voucher #:	79061	Invoice	Invoice No: 2610664	8/25/2026	Paid Amt: $375.00
			E 03 005 760 000 720 420	camera and radio for the new bus #97		$4,581.50
PO#: 21580	Voucher #:	79062	Invoice	Invoice No: 2610662	8/25/2026	Paid Amt: $4,581.50
						Check Amount: $4,956.50
chec	108941	06679		FERRELLGAS, LP		Check
			E 01 005 810 000 000 442	ECFE Building		$239.54
PO#:	Voucher #:	79069	Invoice	Invoice No: 1134311457	8/25/2026	Paid Amt: $239.54
						Check Amount: $239.54
chec	108942	06475		HEARTLAND TIRE SERVICE INC		Check
			E 03 005 760 000 720 420	Tires		$1,190.58
PO#:	Voucher #:	79047	Invoice	Invoice No: 15034675	8/25/2026	Paid Amt: $1,190.58
						Check Amount: $1,190.58
chec	108943	03788	R	HILLYARD - INC		Check
			E 02 005 770 000 701 401	DELIMER DISH LIQUID		$497.08
			E 02 005 770 000 701 401	SANITIZER DISH POT & PAN		$403.34
			E 02 005 770 000 701 401	RINSE AID DISH		$213.03
PO#:	Voucher #:	79063	Invoice	Invoice No: 90245148	8/25/2026	Paid Amt: $1,113.45
						Check Amount: $1,113.45

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108944	01052		HOLKERS DO IT BEST LUMBER		Check
			E 01 310 292 110 000 401	supplies		$127.46
PO#: 21575	Voucher #:	79001	Invoice	Invoice No: 2608-110947	8/25/2026	Paid Amt: $127.46
						Check Amount: $127.46
chec	108945	6249		HORACE MANN LIFE INSURANCE CO		Check
			E 01 010 050 000 000 230	J.Green		$239.00
PO#:	Voucher #:	79068	Invoice	Invoice No: 0525539930-2026/2027	8/25/2026	Paid Amt: $239.00
						Check Amount: $239.00
chec	108946	5362	REMIT	HUDL		Check
			E 01 310 292 110 000 820	HS ATHLETIC DEPT PACKAGE		$8,500.00
PO#:	Voucher #:	79090	Invoice	Invoice No: HUS00026437	8/25/2026	Paid Amt: $8,500.00
						Check Amount: $8,500.00
chec	108947	4163		IASC		Check
			E 01 010 406 000 740 396	FISCHER		$317.05
			E 01 010 406 000 740 397	BENEFITS		$48.30
PO#:	Voucher #:	79087	Credit	Invoice No: 4069	8/25/2026	Paid Amt: ($365.35)
			E 01 005 740 000 374 316	FY26 Student Support Aid		$10,088.24
PO#:	Voucher #:	79085	Invoice	Invoice No: 4076	8/25/2026	Paid Amt: $10,088.24
			E 01 005 411 000 740 396	BRINK		$35.59
			E 01 010 412 000 740 396	BRINK		$925.45
			E 01 010 416 000 740 396	BRINK		$225.43
			E 01 010 420 000 740 396	FLOWER		$266.76
			E 01 005 411 000 740 396	WENHO		$69.17
			E 01 010 412 000 740 396	WENHO		$1,227.77
			E 01 010 416 000 740 396	WENHO		$432.31
			E 01 005 411 000 740 396	WORLIE		$131.79
			E 01 010 412 000 740 396	WORLIE		$2,339.25
			E 01 010 416 000 740 396	WORLIE		$823.68
			E 01 020 404 000 740 396	REICHERT		$54.58
			E 01 010 408 000 740 396	REICHERT		$2,674.31
			E 01 010 405 000 740 396	KING		$1,864.03
			E 01 010 411 000 740 396	HUTCHINSON		$2,430.67
			E 01 010 405 000 740 396	BRUXVORT		$777.03
			E 01 010 420 000 740 396	HANSEN		$1,543.76
			E 01 005 400 000 372 305	HAMBLY		$679.87
			E 01 005 400 000 372 305	GRYZBOWSKI		$1,339.03
			E 01 020 404 000 740 397	BENEFITS		$31.02

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor								Pmt/Void Date	Pmt Type		
chec	108947	4163		IASC									Check		
			E	01	020	405	000	740	397	BENEFITS		$820.53			
			E	01	005	408	000	740	397	BENEFITS		$1,520.03			
			E	01	005	411	000	740	397	BENEFITS		$1,472.20			
			E	01	005	412	000	740	397	BENEFITS		$2,279.08			
			E	01	010	416	000	740	397	BENEFITS		$714.42			
			E	01	010	420	000	740	397	BENEFITS		$472.59			
			E	01	005	420	000	740	366	IASC TRAVEL		$294.26			
			E	01	005	420	000	740	401	IASC SUPPLIES		$2,133.57			
			E	01	005	420	000	740	396	PAES LAB-STAFF		$437.27			
			E	01	005	420	000	740	401	PAES LAB SUPPLIES		$5.84			
PO#:		Voucher #:	79086	Invoice		Invoice No: 4069					8/25/2026		Paid Amt:	$28,021.29	
													Check Amount:		$37,744.18
chec	108948	6398		INDUSTRIAL LUBRICANT COMPANY									Check		
			E	03	005	760	000	720	420	75w 90 gear oil		$599.08			
PO#: 21586		Voucher #:	79059	Invoice		Invoice No: 0187614-IN					8/25/2026		Paid Amt:	$599.08	
			E	03	005	760	000	720	363	transfer tank		$1,565.65			
PO#: 21586		Voucher #:	79013	Invoice		Invoice No: 0187498-IN					8/25/2026		Paid Amt:	$1,565.65	
													Check Amount:		$2,164.73
chec	108949	4937		INFINITE CAMPUS, INC									Check		
			E	01	005	110	000	000	305	SIS HOSTING - CAMPUS CLOUD CHOICE		$472.50			
			E	01	005	110	000	000	305	CAMPUS LEARNING		$630.00			
PO#:		Voucher #:	79012	Invoice		Invoice No: CI-00010078					8/25/2026		Paid Amt:	$1,102.50	
													Check Amount:		$1,102.50
chec	108950	3857		INNOVATIVE OFFICE SOLUTIONS LLC									Check		
			E	01	005	020	000	000	401	Office Supplies		$50.00			
PO#: 21609		Voucher #:	79077	Invoice		Invoice No: IN5178272					8/25/2026		Paid Amt:	$50.00	
			E	01	010	050	000	000	401	Glue Sticks-Elem		$24.89			
			E	01	020	050	000	000	401	Glue Sticks-HS		$24.89			
			E	01	005	020	000	000	401	AA Batteries-District Office		$13.29			
			E	01	005	020	000	000	401	AAA Batteries-District Office		$12.95			
			E	01	005	020	000	000	401	Compressed Air-District Office		$8.95			
			E	01	020	050	000	000	401	Correction Tape White Out-HS		$16.85			
			E	01	010	050	000	000	401	Correction Tape White Out-Elem		$16.85			
			E	01	005	020	000	000	401	Correction Tape Dry Line-District Office		$17.76			
			E	01	020	050	000	000	401	White Board Eraser-HS		$15.30			
			E	01	010	050	000	000	401	White Board Eraser-Elem		$15.30			

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor								Pmt/Void Date	Pmt Type
chec	**108950**	**3857**		**INNOVATIVE OFFICE SOLUTIONS LLC**									**Check**
			E	01	020	050	000	000	401	Gallon White Board Cleaner-HS		$49.38	
			E	01	010	050	000	000	401	Gallon White Board Cleaner-Elem		$49.38	
			E	01	020	050	000	000	401	8oz Whiteboard Cleaner-HS		$17.94	
			E	01	010	050	000	000	401	8oz Whiteboard Cleaner-Elem		$17.94	
			E	01	010	050	000	000	401	4 pack dry Erase Markers-Elem		$33.40	
			E	01	020	050	000	000	401	4 pack Dry Erase Markers-HS		$33.40	
			E	01	020	050	000	000	401	Black Dry Erase Markers-HS		$59.45	
			E	01	010	050	000	000	401	Black Dry Erase Markers-Elem		$59.45	
			E	01	020	050	000	000	401	Red Dry Erase Marker-HS		$47.56	
			E	01	010	050	000	000	401	Red Dry Erase Markers-Elem		$35.67	
			E	01	020	050	000	000	401	Blue Dry Erase Markers-HS		$35.67	
			E	01	010	050	000	000	401	Blue Dry Erase Marker-Elem		$47.56	
			E	01	020	050	000	000	401	Green Dry Erase Markers-HS		$35.67	
			E	01	010	050	000	000	401	Green Dry Erase Markers-Elem		$47.56	
			E	01	020	050	000	000	401	Purple Dry Erase Markers-HS		$25.90	
			E	01	010	050	000	000	401	Purple Dry Erase Markers-Elem		$25.90	
			E	01	005	020	000	000	401	6x9 Envelopes-District Office		$19.98	
			E	01	020	050	000	000	401	6x9 Envelopes-HS		$19.98	
			E	01	010	050	000	000	401	6x9 Envelopes-Elem		$19.98	
			E	01	020	050	000	000	401	File Folders-HS		$8.99	
			E	01	010	050	000	000	401	File Folders-Elem		$8.99	
			E	01	005	020	000	000	401	File Folders-District Office		$17.98	
			E	01	020	050	000	000	401	Index Cards-HS		$3.25	
			E	01	020	050	000	000	401	Laminating Film-HS		$109.97	
			E	01	010	050	000	000	401	Laminating Film-Elem		$109.97	
			E	01	020	050	000	000	401	Permant Black Markers-HS		$8.38	
			E	01	010	050	000	000	401	Permanent Black Markers-Elem		$8.38	
			E	01	005	020	000	000	401	Ultra Fine Black Sharpies-District Office		$27.87	
			E	01	020	050	000	000	401	Black Sharpies-HS		$17.38	
			E	01	010	050	000	000	401	Black Sharpies-Elem		$17.38	
			E	01	010	050	000	000	401	Red Sharpies-Elem		$17.38	
			E	01	020	050	000	000	401	Red Sharpies-HS		$17.38	
			E	01	020	050	000	000	401	Blue & Green Sharpies-HS		$34.76	
			E	01	010	050	000	000	401	Blue & Green Sharpies-Elem		$34.76	
			E	01	010	050	000	000	401	Small Sticky Notes-Elem		$7.48	
			E	01	020	050	000	000	401	Small Sticky Notes-HS		$7.48	

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor								Pmt/Void Date	Pmt Type		
chec	**108950**	**3857**		**INNOVATIVE OFFICE SOLUTIONS LLC**									**Check**		
			E	01	020	050	000	000	401	3x3 Sticky Notes-HS		$16.00			
			E	01	010	050	000	000	401	3x3 Sticky Notes-Elem		$16.00			
			E	01	020	050	000	000	401	Ruled Sticky Notes-HS		$43.56			
			E	01	010	050	000	000	401	Ruled Sticky Notes-Elem		$43.56			
			E	01	020	050	000	000	401	Pens-HS		$11.90			
			E	01	010	050	000	000	401	Pens-Elem		$11.90			
			E	01	005	020	000	000	401	Pens-District Office		$11.90			
			E	01	005	020	000	000	401	Sheet Protectors-District Office		$6.10			
			E	01	010	050	000	000	401	Staplers-Elem		$28.68			
			E	01	020	050	000	000	401	Staplers-HS		$28.68			
			E	01	020	050	000	000	401	Tape-HS		$7.95			
			E	01	010	050	000	000	401	Tape-Elem		$7.95			
			E	01	005	020	000	000	401	Tape-District Office		$7.95			
			E	01	010	050	000	000	401	Tape Dispenser-Elem		$3.04			
			E	01	020	050	000	000	401	Tape Dispenser-HS		$3.04			
			E	01	010	050	000	000	401	Masking Tape-Elem		$17.64			
			E	01	020	050	000	000	401	Packing Tape-HS		$24.98			
			E	01	010	050	000	000	401	Packing Tape-Elem		$24.98			
			E	01	010	050	000	000	401	Painters Tape-Elem		$87.00			
			E	01	020	050	000	000	401	Painters Tape-HS		$87.00			
			E	01	020	050	000	000	401	Rubber Bands-HS		$1.74			
			E	01	010	050	000	000	401	Rubber Bands-Elem		$1.74			
			E	01	005	020	000	000	401	Rubber Bands-District Office		$1.74			
			E	01	020	050	000	000	401	Small Binder Clips-HS		$1.55			
			E	01	010	050	000	000	401	Small Binder Clips-Elem		$1.55			
			E	01	020	050	000	000	401	Large Binder Clips-HS		$1.87			
			E	01	010	050	000	000	401	Large Binder Clips-Elem		$1.87			
			E	01	020	050	000	000	401	Jumbo Paper Clips-HS		$36.45			
			E	01	010	050	000	000	401	Jumbo Paper Clips-Elem		$36.45			
PO#: 21378		**Voucher #:**		**79014**	Invoice			**Invoice No:**		IN5162598	**8/25/2026**			**Paid Amt:**	**$1,881.35**
			E	01	005	020	000	000	401	White Cardstock-District Office		$23.38			
			E	01	020	050	000	000	401	White Cardstock-HS		$11.69			
			E	01	010	050	000	000	401	White Cardstock-Elem		$11.69			
			E	01	005	020	000	000	401	Blue Cardstock-District Office		$14.59			
			E	01	005	020	000	000	401	Blue Paper-District Office		$14.42			
			E	01	020	050	000	000	401	Blue Paper-HS		$28.84			

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor								Pmt/Void Date	Pmt Type	
chec	**108950**	**3857**		**INNOVATIVE OFFICE SOLUTIONS LLC**									**Check**	
			E	01	010	050	000	000	401	Blue Paper-Elem		$28.84		
			E	01	005	020	000	000	401	Canary Paper-Disitrict Office		$14.42		
			E	01	020	050	000	000	401	Canary Paper-HS		$28.84		
			E	01	010	050	000	000	401	Canary Paper-Elem.		$28.84		
			E	01	005	020	000	000	401	Green Paper-District Office		$14.42		
			E	01	020	050	000	000	401	Green Paper-HS		$28.84		
			E	01	010	050	000	000	401	Green Paper-Elem		$28.84		
			E	01	010	050	000	000	401	Gamma Green Paper		$12.24		
			E	01	005	020	000	000	401	Re-Entry Red Paper-District Office		$13.39		
			E	01	020	050	000	000	401	Re-Entry Red Paper-HS		$13.39		
			E	01	010	050	000	000	401	Re-Entry Red Paper-Elem		$13.39		
			E	01	005	020	000	000	401	Orange Paper-District Office		$26.78		
			E	01	020	050	000	000	401	Orange Paper-HS		$53.56		
			E	01	010	050	000	000	401	Orange Paper-Elem		$53.56		
			E	01	010	050	000	000	401	12x18 White Contruction Paper-Elem		$20.80		
			E	01	020	050	000	000	401	12x18 White Construction Paper-HS		$20.80		
			E	01	010	050	000	000	401	9x12 White Construction Paper-Elem		$9.60		
			E	01	020	050	000	000	401	9x12 White Construction Paper-HS		$9.60		
			E	01	020	050	000	000	401	Unruled Easle Pad-HS		$55.90		
			E	01	010	050	000	000	401	Unruled Easle Pad-Elem		$55.90		
			E	01	010	050	000	000	401	Ruled Easle Pads-Elem		$56.58		
			E	01	020	050	000	000	401	Ruled Easle Pads-HS		$56.58		
			E	01	020	050	000	000	401	White Paper Roll-HS		$57.25		
			E	01	010	050	000	000	401	White Paper Roll-Elem		$57.25		
			E	01	010	050	000	000	401	White Railroad Board-Elem		$104.73		
			E	01	020	050	000	000	401	White Railroad Board-HS		$104.73		
			E	01	010	050	000	000	401	Goldenrod Paper-Elem		$72.10		
			E	01	020	050	000	000	401	Goldenrod Paper-HS		$36.05		
			E	01	005	020	000	000	401	Goldenrod Paper-District Office		$36.05		
			E	01	005	020	000	000	401	District Office Copy Paper- July		$319.92		
			E	01	020	050	000	000	401	HS Copy Paper-July		$639.84		
			E	01	010	050	000	000	401	Elem Copy Paper-July		$639.84		
PO#: 21378		**Voucher #:**		**79015**	Invoice		**Invoice No:**		IN5162599		**8/25/2026**		**Paid Amt:**	**$2,817.48**
													Check Amount:	**$4,748.83**

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108951	6821		JACOB TRIMBLE		Check
			E 03 005 760 000 720 305	LABOR - BUS REPAIRS		$340.00
PO#:	Voucher #:	79084	Invoice	Invoice No: INV-2026-0812	8/25/2026	Paid Amt: $340.00
						Check Amount: $340.00
chec	108952	01098		JOHNSON TELEPHONE CO		Check
			E 01 040 810 000 000 320	Telephone		$32.15
PO#:	Voucher #:	79018	Invoice	Invoice No: R4513 STMT 8/2026	8/25/2026	Paid Amt: $32.15
			E 01 005 010 000 000 320	Telephone/Internet		$613.18
PO#:	Voucher #:	79017	Invoice	Invoice No: R0520 STMT 8/2026	8/25/2026	Paid Amt: $613.18
						Check Amount: $645.33
chec	108953	6754		KENDALL HUNT PUBLISHING COMPANY		Check
			E 01 020 260 000 000 460	Bio + E Unit 3 Consumable Kit (202508)		$694.00
			E 01 020 260 000 000 460	Bio + E Unit 4 Consumable Kit (202206)		$562.00
			E 01 020 260 000 000 460	7.5 Consumable Kit (202079)		$218.50
			E 01 020 260 000 000 460	Shipping and Handeling		$0.00
PO#: 21559	Voucher #:	79098	Invoice	Invoice No: 14097582	8/25/2026	Paid Amt: $1,474.50
			E 01 020 260 000 000 460	Bio + E unit 1, Consumable Kit (202179)		$245.50
			E 01 020 260 000 000 460	Bio + E unit 1, NonConsumable Kit (202180)		$943.25
			E 01 020 260 000 000 460	Bio + E Unit 2 Consumable Kit (202474)		$686.00
			E 01 020 260 000 000 460	Bio + E Unit 2 NonConsumable Kit (202475)		$1,264.00
			E 01 020 260 000 000 460	Bio + E Unit 3 NonConsumable Kit (202509)		$963.00
			E 01 020 260 000 000 460	Bio + E Unit 4 NonConsumable Kit (202207)		$347.00
			E 01 020 260 000 000 460	Bio + E Unit 5 Consumable Kit (202510)		$176.00
			E 01 020 260 000 000 460	Bio + E Unit 5 NonConsumable Kit (202507)		$874.00
			E 01 020 260 000 000 460	Shipping and Handling		$4,459.73
			E 01 020 260 000 000 460	6.1 Consumable Kit (202057)		$172.50
			E 01 020 260 000 000 460	6.1 NonConsumable Kit (202058)		$598.00
			E 01 020 260 000 000 460	6.2 Consumable Kit (202059)		$425.50
			E 01 020 260 000 000 460	6.2 NonConsumable Kit (202060)		$910.00
			E 01 020 260 000 000 460	6.3 Consumable Kit (202061)		$276.00
			E 01 020 260 000 000 460	6.3 NonConsumable Kit (202062)		$935.00
			E 01 020 260 000 000 460	6.4 Consumable Kit (202081)		$264.50
			E 01 020 260 000 000 460	6.4 NonConsumable Kit (202082)		$747.50
			E 01 020 260 000 000 460	6.5 Consumable Kit (202063)		$109.25
			E 01 020 260 000 000 460	6.6 Consumable Kit (202092)		$126.50
			E 01 020 260 000 000 460	6.6 NonConsumable Kit (202093)		$241.50
			E 01 020 260 000 000 460	7.1 Consumable Kit (202064)		$546.25

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	**108953**	**6754**		**KENDALL HUNT PUBLISHING COMPANY**		**Check**
			E	01 020 260 000 000 460 7.1 NonConsumable Kit (202065)	$727.00	
			E	01 020 260 000 000 460 7.2 Consumable Kit (202066)	$1,115.50	
			E	01 020 260 000 000 460 7.2 NonConsumable Kit (202067)	$540.50	
			E	01 020 260 000 000 460 7.3 01-020-260-000-000-460	$598.00	
			E	01 020 260 000 000 460 7.3 NonConsumable Kit (202069)	$500.00	
			E	01 020 260 000 000 460 7.4 Consumable Kit (202070)	$543.00	
			E	01 020 260 000 000 460 7.4 NonConsumable Kit (202071)	$563.50	
			E	01 020 260 000 000 460 7.6 Consumable Kit (202096)	$195.50	
			E	01 020 260 000 000 460 7.6 NonConsumable Kit (202097)	$483.00	
			E	01 020 260 000 000 460 8.1 Consumable Kit	$448.50	
			E	01 020 260 000 000 460 8.1 NonConsumable Kit (202073)	$868.00	
			E	01 020 260 000 000 460 8.2 Consumable Kit (202074)	$126.50	
			E	01 020 260 000 000 460 8.2 NonConsumable Kit (202075)	$713.00	
			E	01 020 260 000 000 460 8.3 Consumable Kit (202076)	$448.00	
			E	01 020 260 000 000 460 8.3 NonConsumable Kit (202077)	$621.00	
			E	01 020 260 000 000 460 8.4 Consumable Kit (202084)	$540.50	
			E	01 020 260 000 000 460 8.4 NonConsumable Kit (202085)	$897.00	
			E	01 020 260 000 000 460 8.5 Consumable Kit (202086)	$391.00	
			E	01 020 260 000 000 460 8.5 NonConsumable Kit (202087)	$425.50	
			E	01 020 260 000 000 460 8.6 Consumable Kit (202106)	$1,041.00	
			E	01 020 260 000 000 460 8.6 NonConsumable Kit (202107)	$2,122.00	
PO#: 21559	**Voucher #:**	**79042**	Invoice	**Invoice No:** 14097517	**8/25/2026**	**Paid Amt:** **$29,218.98**
			E	01 020 260 000 000 460 6.1 Teacher Guide	$19.00	
PO#: 21559	**Voucher #:**	**79043**	Invoice	**Invoice No:** 14097250	**8/25/2026**	**Paid Amt:** **$19.00**
			E	01 020 260 000 000 460 Bio + E Unit 1 Student Workbook	$11.00	
PO#: 21559	**Voucher #:**	**79044**	Invoice	**Invoice No:** 14098357	**8/25/2026**	**Paid Amt:** **$11.00**
			E	01 020 260 000 000 460 Biology + Earth & Space Unit 2: Student Work	$11.00	
PO#: 21559	**Voucher #:**	**79045**	Invoice	**Invoice No:** 14100921	**8/25/2026**	**Paid Amt:** **$11.00**
			E	01 020 260 000 000 460 Bio + E unit 1 , student edition	$9.00	
			E	01 020 260 000 000 460 Bio + E unit 1 ,Teacher Edition	$19.00	
			E	01 020 260 000 000 460 Bio + E unit 2, student Edition	$9.00	
			E	01 020 260 000 000 460 Bio + E Unit 2 Teacher Edition	$19.00	
			E	01 020 260 000 000 460 Bio + E Unit 3 Student Edition	$9.00	
			E	01 020 260 000 000 460 Bio + E Unit 3 Student Workbook	$11.00	
			E	01 020 260 000 000 460 Bio + E Unit 3 Teacher Edition	$19.00	
			E	01 020 260 000 000 460 Bio + E Unit 4 Student Edition	$9.00	

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor								Pmt/Void Date	Pmt Type
chec	**108953**	**6754**		**KENDALL HUNT PUBLISHING COMPANY**									**Check**
			E	01	020	260	000	000	460	Bio + E Unit 4 Student Workbook	$11.00		
			E	01	020	260	000	000	460	Bio + E Unit 4 Teacher Edition	$19.00		
			E	01	020	260	000	000	460	Bio + E Unit 5 Student Edition	$9.00		
			E	01	020	260	000	000	460	Bio + E Unit 5 Student Workbook	$11.00		
			E	01	020	260	000	000	460	Bio + E Unit 5 Teacher Edition	$19.00		
			E	01	020	260	000	000	460	6.1 Student Edition	$9.00		
			E	01	020	260	000	000	460	6.1 Student Workbook	$11.00		
			E	01	020	260	000	000	460	6.2 Student Edition	$9.00		
			E	01	020	260	000	000	460	6.2 Teachers Guide	$19.00		
			E	01	020	260	000	000	460	6.2 student workbook	$11.00		
			E	01	020	260	000	000	460	6.3 Student Edition	$9.00		
			E	01	020	260	000	000	460	6.3 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	6.3 Student Workbook	$16.00		
			E	01	020	260	000	000	460	6.4 Student Edition	$9.00		
			E	01	020	260	000	000	460	6.4 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	6.4 Student Workbook	$11.00		
			E	01	020	260	000	000	460	6.5 student edition	$9.00		
			E	01	020	260	000	000	460	6.5 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	6.5 Student Workbook	$11.00		
			E	01	020	260	000	000	460	6.6 Student Edition	$9.00		
			E	01	020	260	000	000	460	6.6 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	6.6 Student Workbook	$11.00		
			E	01	020	260	000	000	460	7.1 Student Edition	$9.00		
			E	01	020	260	000	000	460	7.1 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	7.1 Student Workbook	$11.00		
			E	01	020	260	000	000	460	7.2 Student Edition	$9.00		
			E	01	020	260	000	000	460	7.2 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	7.2 Student Workbook	$11.00		
			E	01	020	260	000	000	460	7.3 Student Edition	$9.00		
			E	01	020	260	000	000	460	7.3 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	7.3 Student Workbook	$11.00		
			E	01	020	260	000	000	460	7.4 Student Edition	$9.00		
			E	01	020	260	000	000	460	7.4 Teacher Guide	$19.00		
			E	01	020	260	000	000	460	7.4 Student Workbook	$11.00		
			E	01	020	260	000	000	460	7.5 Student Edition	$9.00		
			E	01	020	260	000	000	460	7.5 Teacher Guide	$19.00		

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108953	6754		KENDALL HUNT PUBLISHING COMPANY		Check
			E 01 020 260 000 000 460	7.5 Student Workbook		$16.00
			E 01 020 260 000 000 460	7.6 Student Edition		$9.00
			E 01 020 260 000 000 460	7.5 Teacher Guide		$19.00
			E 01 020 260 000 000 460	7.6 Student Workbook		$16.00
			E 01 020 260 000 000 460	8.1 student edition		$9.00
			E 01 020 260 000 000 460	8.1 Teacher Guide		$19.00
			E 01 020 260 000 000 460	8.1 Student Workbook		$16.00
			E 01 020 260 000 000 460	8.2 Student Edition		$9.00
			E 01 020 260 000 000 460	8.2 Teacher Guide		$19.00
			E 01 020 260 000 000 460	8.2 Student Workbook		$11.00
			E 01 020 260 000 000 460	8.3 Student Edition		$9.00
			E 01 020 260 000 000 460	8.3 Teacher Guide		$19.00
			E 01 020 260 000 000 460	8.3 Student Workbook		$11.00
			E 01 020 260 000 000 460	8.4 Student Edition		$9.00
			E 01 020 260 000 000 460	8.4 Teacher Guide		$19.00
			E 01 020 260 000 000 460	8.4 Student Workbook		$16.00
			E 01 020 260 000 000 460	8.5 Student Edition		$9.00
			E 01 020 260 000 000 460	8.5 Teacher Guide		$19.00
			E 01 020 260 000 000 460	8.5 Student Workbook		$16.00
			E 01 020 260 000 000 460	8.6 Student Edition		$9.00
			E 01 020 260 000 000 460	8.6 Teacher guide		$19.00
			E 01 020 260 000 000 460	8.6 Student Workbook		$16.00
			E 01 020 260 000 000 460	Freight		$246.89
PO#: 21559		**Voucher #:**	**79046** Invoice	**Invoice No:** 14096662	**8/25/2026**	**Paid Amt: $1,137.89**
						Check Amount: $31,872.37
chec	108954	5358		L&M SUPPLY INC		Check
			E 01 005 810 000 000 401	SPRINKLER		$64.99
			E 01 005 810 000 000 401	GARDEN HOSE		$49.99
PO#:		**Voucher #:**	**79000** Invoice	**Invoice No:** 0210072894	**8/25/2026**	**Paid Amt: $114.98**
						Check Amount: $114.98
chec	108955	01095		LAKE COUNTRY POWER		Check
			E 01 005 810 000 000 332	Main School		$24,526.00
PO#:		**Voucher #:**	**79071** Invoice	**Invoice No:** 90000203-8/2026	**8/25/2026**	**Paid Amt: $24,526.00**
			E 01 005 810 000 000 332	Football Lights		$55.00
PO#:		**Voucher #:**	**79073** Invoice	**Invoice No:** 10000175-8/2026	**8/25/2026**	**Paid Amt: $55.00**

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108955	01095		LAKE COUNTRY POWER		Check
			E 01 005 810 000 000 332	ECFE		$1,085.00
PO#:	Voucher #:	79070	Invoice	Invoice No: 90000206-8/26	8/25/2026	Paid Amt: $1,085.00
			E 01 005 810 000 000 332	Football Lights		$90.00
PO#:	Voucher #:	79072	Invoice	Invoice No: 10000176-8/2026	8/25/2026	Paid Amt: $90.00
			E 01 005 810 000 000 332	Boiler House		$14,576.00
PO#:	Voucher #:	79074	Invoice	Invoice No: 90000204/205-8/2026	8/25/2026	Paid Amt: $14,576.00
						Check Amount: $40,332.00
chec	108956	06136		LAKES COUNTRY SERV COOP		Check
			E 03 005 760 000 720 305	DOT Drug Screen Y44498227		$42.00
PO#:	Voucher #:	79030	Invoice	Invoice No: 103636	8/25/2026	Paid Amt: $42.00
						Check Amount: $42.00
chec	108957	5223		MADISON NATIONAL LIFE		Check
			B 01 215 036	Ltd Insurance Withholding Payable-Dist		$935.40
PO#:	Voucher #:	79095	Invoice	Invoice No: Aug 2026	8/25/2026	Paid Amt: $935.40
						Check Amount: $935.40
chec	108958	1095		MARCO TECHNOLOGIES LLC		Check
			E 01 010 203 202 000 580	Elem Copier		$638.94
			E 01 020 211 000 000 580	Sec Copier		$638.94
			E 01 005 110 371 000 580	District Copier		$638.93
PO#:	Voucher #:	79075	Invoice	Invoice No: 588497644	8/25/2026	Paid Amt: $1,916.81
						Check Amount: $1,916.81
chec	108959	6613		MEDSURETY		Check
			E 01 005 110 000 000 299	HSA		$150.00
			E 01 005 110 000 000 299	FSA		$25.00
PO#:	Voucher #:	79020	Invoice	Invoice No: 54509	8/25/2026	Paid Amt: $175.00
						Check Amount: $175.00
chec	108960	4225		MIDWEST BUS PARTS INC		Check
			E 03 005 760 000 720 420	springs for bus 94		$1,387.20
PO#: 21587	Voucher #:	79021	Invoice	Invoice No: INV32332	8/25/2026	Paid Amt: $1,387.20
						Check Amount: $1,387.20
chec	108961	6611		MOTOROLA SOLUTIONS, INC.		Check
			E 03 005 760 000 720 465	Non-Instr Tech Devices		$3,410.45
PO#:	Voucher #:	79091	Invoice	Invoice No: 8282373116	8/25/2026	Paid Amt: $3,410.45
						Check Amount: $3,410.45

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor								Pmt/Void Date	Pmt Type
chec	108962	01292		MSHSL - SPORTS									Check
			E	01	310	292	110	000	820	ANNUAL MEMBERSHIP FEE	$100.00		
			E	01	310	294	220	000	820	BASKETBALL, BOYS	$124.33		
			E	01	310	296	320	000	820	BASKETBALL, GIRLS	$124.33		
			E	01	310	292	130	000	820	CROSS COUNTRY, BOY	$124.33		
			E	01	310	294	210	000	820	FOOTBALL	$124.33		
			E	01	310	292	110	000	820	SPEECH	$124.33		
			E	01	310	296	340	000	820	SOFTBALL	$124.33		
			E	01	310	292	150	000	820	TRACK & FIELD, BOYS	$124.33		
			E	01	310	296	310	000	820	VOLLEYBALL	$124.33		
			E	01	310	292	130	000	820	CROSS COUNTRY, GIRLS	$124.33		
			E	01	310	292	150	000	820	TRACK & FIELD, GIRLS	$124.32		
			E	01	310	291	410	000	820	MUSIC	$124.32		
			E	01	310	292	110	000	820	PER STUDENT FEE	$132.75		
			E	01	310	292	110	000	820	Wrestling	$124.32		
			E	01	310	292	110	000	820	Baseball	$124.32		
PO#:		Voucher #:	79076	Invoice		Invoice No: 044691						8/25/2026	Paid Amt: $1,849.00
													Check Amount: $1,849.00
chec	108963	03349		NORTH CENTRAL INTERNATIONAL LLC									Check
			E	03	005	760	000	720	350	PA Horn, Stairwell Light	$1,490.34		
PO#:		Voucher #:	78994	Invoice		Invoice No: R226009871:01						8/25/2026	Paid Amt: $1,490.34
													Check Amount: $1,490.34
chec	108964	4485		NORTHLAND FIRE PROTECTION									Check
			E	05	005	865	000	363	305	SERVICE & RE-CERT, ANNUAL LIGHTING IN	$1,008.40		
PO#:		Voucher #:	79004	Invoice		Invoice No: 69399						8/25/2026	Paid Amt: $1,008.40
													Check Amount: $1,008.40
chec	108965	5796		O'REILLY AUTO PARTS									Check
			E	03	005	760	000	720	401	parts for stock	$82.97		
PO#: 21577		Voucher #:	79023	Invoice		Invoice No: 1533-329354						8/25/2026	Paid Amt: $82.97
			E	03	005	760	000	720	401	parts for stock	$215.85		
PO#: 21577		Voucher #:	79064	Invoice		Invoice No: 1533-330693						8/25/2026	Paid Amt: $215.85
			E	03	005	760	000	720	401	parts for stock	$51.99		
PO#: 21577		Voucher #:	79065	Invoice		Invoice No: 1533-330694						8/25/2026	Paid Amt: $51.99
			E	03	005	760	000	720	401	parts for stock	$67.64		
PO#: 21577		Voucher #:	79066	Invoice		Invoice No: 1533-330852						8/25/2026	Paid Amt: $67.64

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108965	5796		O'REILLY AUTO PARTS		Check
			E	03 005 760 000 720 401 FUEL FILTER		$554.00
PO#: 21577	Voucher #:	79022	Invoice	Invoice No: 1533-327754	8/25/2026	Paid Amt: $554.00
						Check Amount: $972.45
chec	108966	2035	REMIT	PITNEY BOWES INC		Check
			E	01 005 110 000 000 329 LEASE PAYMENT		$450.00
PO#:	Voucher #:	78999	Invoice	Invoice No: 3108016410	8/25/2026	Paid Amt: $450.00
						Check Amount: $450.00
chec	108967	4925	R	SCHOOL SPECIALTY LLC		Check
			E	01 005 110 000 000 401 Hammond & Stephens Carbonless Bus Pass		$139.76
PO#: 21564	Voucher #:	79092	Invoice	Invoice No: 208137408662	8/25/2026	Paid Amt: $139.76
						Check Amount: $139.76
chec	108968	5995		SELL HARDWARE INC		Check
			E	01 310 292 110 000 401 Continuous door hing		$463.04
			E	01 310 292 110 000 401 Freight		$119.18
PO#: 21599	Voucher #:	79056	Invoice	Invoice No: PSI2413581	8/25/2026	Paid Amt: $582.22
						Check Amount: $582.22
chec	108969	6314		SFM		Check
			E	01 005 110 000 000 270 work comp		$1,897.00
PO#:	Voucher #:	79031	Invoice	Invoice No: 3909323	8/25/2026	Paid Amt: $1,897.00
						Check Amount: $1,897.00
chec	108970	6727	REMIT	SNAP-ON INDUSTRIAL		Check
			E	03 005 760 000 720 420 cord less bat and supplies		$126.69
PO#: 21594	Voucher #:	79055	Invoice	Invoice No: ARV/68943049	8/25/2026	Paid Amt: $126.69
						Check Amount: $126.69
chec	108971	5941	REMIT	SOURCEWELL		Check
			E	01 020 640 000 316 305 K.Benoit		$1.50
PO#:	Voucher #:	79097	Invoice	Invoice No: INV00006538	8/25/2026	Paid Amt: $1.50
			E	01 010 640 000 316 305 2026 Leadership Retreat		$600.00
PO#: 21323	Voucher #:	79048	Invoice	Invoice No: INV00006538	8/25/2026	Paid Amt: $600.00
						Check Amount: $601.50
chec	108972	6800	REMIT	STRIVE		Check
			E	01 020 640 034 316 305 Train the Trainer - Live Session		$500.00
PO#: 21442	Voucher #:	79026	Invoice	Invoice No: 2087	8/25/2026	Paid Amt: $500.00
						Check Amount: $500.00

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108973	6255	REMIT	THE SHERWIN WILLIAMS CO., INC		Check
			E 01 310 292 110 000 401	one gallon of tempo teal paint	$54.78	
PO#: 21589	Voucher #:	79029	Invoice	Invoice No: 7505-4	8/25/2026	Paid Amt: $54.78
						Check Amount: $54.78
chec	108974	6260		TRAFERA HOLDINGS LLC		Check
			E 01 010 203 202 000 555	IFP 75" Q ULTRA 4K LED 3840X2160 Newline	$4,398.00	
			E 01 010 203 202 000 555	WALL MOUNT FOR NEWLINE PANELS UP T	$564.90	
			E 01 010 203 202 000 555	Live virtual orientation for IFP	$300.00	
			E 01 010 203 202 000 555	One Seat On- Demand Training Platform	$0.00	
			E 01 010 203 202 000 555	TRAILS AI Lesson Studio - 1 Yr Sub	$0.00	
			E 01 010 203 202 000 555	NEWLINE LIFTGATE ONLY	$0.00	
PO#: 21573	Voucher #:	79027	Invoice	Invoice No: I001640290	8/25/2026	Paid Amt: $5,262.90
						Check Amount: $5,262.90
chec	108975	6476		UHS PREMIUM BILLING		Check
			E 01 020 211 000 000 291	SEC. RETIREE	$815.17	
			B 01 215 031	DISTRICT CONTRIBUTION	$47,481.60	
PO#:	Voucher #:	79089	Invoice	Invoice No: 385035075826	8/25/2026	Paid Amt: $48,296.77
						Check Amount: $48,296.77
chec	108976	6660	REMIT	VESTIS GROUP INC		Check
			E 03 005 760 000 720 401	Transportation Supplies	$32.36	
PO#: 21581	Voucher #:	79033	Invoice	Invoice No: 2630577813	8/25/2026	Paid Amt: $32.36
			E 01 005 810 000 000 410	Custodial Supplies	$228.32	
PO#: 21581	Voucher #:	79034	Invoice	Invoice No: 2630577812	8/25/2026	Paid Amt: $228.32
			E 03 005 760 000 720 401	Transportation Supplies	$32.75	
PO#: 21581	Voucher #:	79035	Invoice	Invoice No: 2630575460	8/25/2026	Paid Amt: $32.75
			E 01 005 810 000 000 410	Custodial Supplies	$228.32	
PO#: 21581	Voucher #:	79036	Invoice	Invoice No: 2630575459	8/25/2026	Paid Amt: $228.32
			E 01 005 810 000 000 410	Custodial Supplies	$228.32	
PO#: 21581	Voucher #:	79037	Invoice	Invoice No: 2630573146	8/25/2026	Paid Amt: $228.32
			E 03 005 760 000 720 401	Transportation Supplies	$32.36	
PO#: 21581	Voucher #:	79038	Invoice	Invoice No: 2630573147	8/25/2026	Paid Amt: $32.36
			E 03 005 760 000 720 401	Transportation Supplies	$33.92	
PO#: 21581	Voucher #:	79039	Invoice	Invoice No: 2630568551	8/25/2026	Paid Amt: $33.92
			E 03 005 760 000 720 401	Transportation Supplies	$32.36	
PO#: 21581	Voucher #:	79040	Invoice	Invoice No: 2630580156	8/25/2026	Paid Amt: $32.36
			E 01 005 810 000 000 410	Custodial Supplies	$228.32	
PO#: 21581	Voucher #:	79041	Invoice	Invoice No: 2630580155	8/25/2026	Paid Amt: $228.32

ISD#118 Remer-Longville

Detail Payment Register By Check

Check Number: 0-2147483647 Payment Date: 08/01/2026-8/31/2026 Period: 202702-202702 Void Status: N

Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
chec	108976	6660	REMIT	VESTIS GROUP INC		Check
			E 01 005 810 000 000 410	Custodial Supplies		$242.02
PO#: 21581	Voucher #:	79057	Invoice	Invoice No: 2630582438	8/25/2026	Paid Amt: $242.02
			E 02 005 770 000 701 401	Food Service Supplies		$29.99
PO#: 21581	Voucher #:	79032	Invoice	Invoice No: 2630577811	8/25/2026	Paid Amt: $29.99
			E 03 005 760 000 720 401	Transportation Supplies		$37.20
PO#: 21581	Voucher #:	79058	Invoice	Invoice No: 2630582439	8/25/2026	Paid Amt: $37.20
						Check Amount: $1,386.24
chec	108977	6489		VSP INSURANCE CO. (CT)		Check
			B 01 215 032	district contribution		$100.84
PO#:	Voucher #:	79096	Invoice	Invoice No: 825803396	8/25/2026	Paid Amt: $100.84
						Check Amount: $100.84
chec	108978	6315		WRIGHT SPECIALTY PREMIUM TRUST		Check
			E 03 005 760 000 720 340	COMMERCIAL - AUTO		$691.00
PO#:	Voucher #:	79060	Invoice	Invoice No: 934127	8/25/2026	Paid Amt: $691.00
						Check Amount: $691.00
						Report Total: $360,521.35

Business Manager’s Board Report

September 9, 2026

FY26 and FY27 Budgets

FY26 is ending in a positive position, with expenditures coming in below budget. Year-end figures are still being finalized as we prepare for the audit.

FY27 expenditures in Funds 01, 03, and 05 are at 9.2% of budget through August, compared with 6.6% at this time last year. The increase is primarily due to the bus purchase and new curriculum.

Truth in Taxation Meeting

The Board will need to set the date and time for the Truth in Taxation meeting, typically held in December. If held on a weekday, the meeting must begin after 6:00 p.m.

Proposed Levy

I recommend approving the proposed payable 2027 levy at the maximum amount allowed. The proposed levy must be certified by September 30. Certifying the maximum now preserves the district’s available levy authority while we await the November referendum results.

The Board can reduce the levy during final approval in December if appropriate. If the referendum passes, we can consider under-levying as planned. If it does not pass, certifying the maximum now ensures we have not unnecessarily limited our options. The final levy must be approved and certified by December 28.

NEXT IASC CAREER PATHWAYS

Where students and businesses thrive together.

Why NEXT Career Pathways?

NEXT Career Pathways can help you connect a career with your passions, abilities, and skills. NEXT Career Pathways can really help you find something you are passionate about!

- You could be ready for work as soon as you are ready to enter the workforce!
- NEXT Career Pathways balances instruction with DOING–in a real-work setting!
- NEXT Career Pathways will help you develop a deeper relationship with teachers that are in the area they love and the businesses that are doing what you are passionate about.

THE EIGHT PATHWAYS



NEXT | AUTOMOTIVE/TRANSPORTATION CAREER PATHWAY



NEXT | BUSINESS CAREER PATHWAY



NEXT | COMPUTER SCIENCE CAREER PATHWAY



NEXT | CONSTRUCTION CAREER PATHWAY



NEXT | EDUCATION CAREER PATHWAY



NEXT | HEALTHCARE CAREER PATHWAY



NEXT | MANUFACTURING CAREER PATHWAY



NEXT | NATURAL RESOURCES AND AGRICULTURE CAREER PATHWAY

Career Connected Activities | Tours | Job Shadow | Internships

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT
IASC CAREER PATHWAYS

Where students and businesses thrive together.

Automotive/Transportation
Great for students who are forward-thinking and creative, want to embrace a service-minded approach, enjoy problem solving, and a passion for innovation.

Business
Great for students who are creative, entrepreneurial-minded, like working with people and in teams, have lots of ideas and passion, and are interested in design and development of products.

Computer Science
Great for students who are creative and enjoy seeing ideas come to life, have a passion for computers and technology, are problem solvers and seek out challenges.

Construction
Great for students who are hands-on, visual learners, are active and work hard, and who enjoy building and making.

Education
Great for students who enjoy working with kids, serving others, are enthusiastic and passionate about learning, and are creative!

Healthcare
Great for students who are compassionate, team players, problem solvers, enjoy learning, are flexible, and detail oriented.

Manufacturing
Great for students who have the "dream it, do it" mentality and are ready to transform raw materials into high-quality finished products.

Natural Resources/ Agriculture
Great for students who enjoy learning about plants, animals, and food!

NEXT Career Pathways is here to prepare you for the future YOU want!



EXPLORE
We inspire hope and curiosity

EXPERIENCE
We provide relevant experiences and intentional opportunities for students to imagine a future version of themselves in high demand careers

EXCEL
We unleash endless possibilities

EVOLVE
By going together, WE can go further

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT
IASC CAREER PATHWAYS

NORTHLAND

AUTOMOTIVE / TRANSPORTATION PATHWAY

Step 1 EXPLORE your options	Step 2 EXPERIENCE hands on learning opportunities	Step 3 EXCEL with real life application
Get things kickstarted!	Really dive into the pathway!	Cap off your learning journey!
• AVID for Careers • Small Engines	• Automotive Service (at Hill City)	choose 1 • Supermileage • Individual project as approved by instructor and administration • Automotive Performance (at Hill City) • IASC NEXT Career Internship

What will your NEXT step be?

Enter the workforce
Heavy Truck Driver
Automotive Sales

2 year program
Service Technician
Transportation Manager

4 year program
Transportation Planner
Design Engineer

Nearly EVERY COMMUNITY in Northern Minnesota REQUIRES workers in this field

OUTDOOR POWER EQUIPMENT TECHNICIAN

OVER 400 open positions in the next year

The AVERAGE WAGE of an AUTO TECHNICIAN is $24.39 per hour

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT
IASC CAREER PATHWAYS

NORTHLAND BUSINESS PATHWAY

Step 1 EXPLORE your options	Step 2 EXPERIENCE hands on learning opportunities	Step 3 EXCEL with real life application
Get things kickstarted!	Really dive into the pathway!	Cap off your learning journey!
• AVID for Careers • Intro to Business (IASC Online)	• Business Accounting • Personal Finance • Accounting I (from Infinity Online) • Product Development	choose 1 • School Store • Individual project as approved by instructor and administration • IASC NEXT Career Internship

What will your NEXT step be?

Enter the workforce
Customer Service Rep.
Salesperson

2 year program
Marketing Coordinator
Administrative Assistant

4 year program
Accountant
Human Resources Manager

The average salary of a
OPERATIONS MANAGER
IN NORTHEAST MINNESOTA
is
$43.50
per hour

There will be a need for
21,000
NEW EMPLOYEES
to meet demands
by
2030

In Northeast Minnesota
25%
of
HIGHLY DEMANDED CAREERS
are
RELATED TO BUSINESS

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT IASC CAREER PATHWAYS

NORTHLAND CONSTRUCTION PATHWAY

Step 1 EXPLORE your options	Step 2 EXPERIENCE hands on learning opportunities	Step 3 EXCEL with real life application
Get things kickstarted!	Really dive into the pathway!	Cap off your learning journey!
• AVID for Careers • IT 6 • IT 7 • IT 8 • Jr. High Intro to Carpentry	choose 2 • Welding I • ALI Math for Trades • Carpentry • Product Development • Woodworking I	choose 1 • Intro to Manufacturing • Engineering • Individual project as approved by instructor and administration • IASC NEXT Career Internship
COMPLEMENTARY COURSES:Model Building & Prototyping		

What will your NEXT step be?

Enter the workforce
Landscaping
Brick Mason

2 year program
Electrician, Plumber
Carpenter

4 year program
Architect
Surveyor

NORTHEAST MN employs over **10,000** PEOPLE in the TRADES and are projected to grow **9%** MORE IN THE next 10 years

CONSTRUCTION & BUILDING INSPECTORS average wage is **$39.00** per hour

Complete your NCCER certification in the CONSTRUCTION Pathway at your high school + be ready for success at MESABI RANGE COLLEGE or in an apprenticeship program after high school!

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT IASC CAREER PATHWAYS

NORTHLAND EDUCATION PATHWAY

Step 1 EXPLORE your options	Step 2 EXPERIENCE hands on learning opportunities	Step 3 EXCEL with real life application
Get things kickstarted!	Really dive into the pathway!	Cap off your learning journey!
• AVID for Careers • CIS Intro to Teaching (IASC Online)	choose 1 K-12 Series • CIS Class Act Seminar 1 (IASC) Early Childhood Series • Child Development and Learning (IASC Online) Note: You may wish to take both Class Act Seminar 1 and Child Development and Learning if your schedule allows	• Classroom Experience (Incorporated in Intro to Teaching and Class Act Seminar 1)
COMPLEMENTARY COURSES: Higher level Education, Math and Science		

What will your NEXT step be?

Enter the workforce

Daycare Worker
Coach

2 year program

4 year program

Education Support Paraprofessional
K-12 Teacher

TRANSFER SEAMLESSLY into Minnesota North College's Class Act Program to finish your **TWO-YEAR DEGREE** program in education with the option to complete your four-year degree in elementary education at MNNC through St. Scholastica

In the education career pathway explore additional **EDUCATION CAREERS** like Early Childhood Teacher, Social Work, Coach, or School Counselor, too

Between 2020-2030 the MN K-12 Education System will need **40,000 NEW TEACHERS**

18,800	6,800	14,400
in elementary	in middle school	in high school

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT IASC CAREER PATHWAYS

NORTHLAND HEALTHCARE PATHWAY

Step 1 EXPLORE your options	Step 2 EXPERIENCE hands on learning opportunities	Step 3 EXCEL with real life application
Get things kickstarted!	Really dive into the pathway!	Cap off your learning journey!
• AVID for Careers • Science 7 • Science 8 • Health Occupations (Infinity Online) • Biology	• CIS Medical Terminology (Infinity Online) OR Medical Terminology (at Hill City) • Chemistry or CIS Chemistry	choose 1 • Nursing Assistant Registered (at Hill City) • Individual project as approved by instructor and administration • IASC NEXT Career Internship

COMPLEMENTARY COURSES: Human Biology, Intro to Psychology, CIS Introduction to Health Care Core Concepts (from Hill City), CIS Composition I

What will your NEXT step be?

Enter the workforce
Home Health Aid
Certified Nursing Assistant

2 year program
EMT/Paramedic
Medical Lab Technician

4 year program
Athletic trainer
Registered Nurse

There will be OVER **43,000** openings for REGISTERED NURSES in Minnesota in the next 10 years

LPN & RN COMBINED there are about **78,000** workers in Minnesota

The AVERAGE WAGE of a REGISTERED NURSE is **$37.92** per hour

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

NEXT IASC CAREER PATHWAYS

NORTHLAND

MANUFACTURING PATHWAY

Step 1 EXPLORE your options	Step 2 EXPERIENCE hands on learning opportunities	Step 3 EXCEL with real life application
Get things kickstarted!	Really dive into the pathway!	Cap off your learning journey!
• AVID for Careers • IT 6 • IT 7 • IT 8 • Welding I	choose 3 • Intro to Manufacturing • Welding II • Product Development • Digital Product Development • Outdoor Recreation Manufacturing	choose 1 • Manufacturing Internship • Supermileage • Engineering • Individual project as approved by instructor and administration • IASC NEXT Career Internship
COMPLEMENTARY COURSES: Model Building & Prototyping, Woodworking		

What will your NEXT step be?

Enter the workforce
Machine Operator
Welder

2 year program
Robotic Technician
Sheet Metal Worker

4 year program
Industrial Engineering Tech.
Mechanical Engineering Tech.

The average MANUFACTURING position salary in MINNESOTA is **$51.00** per hour

ALTHOUGH ELECTRICAL ENGINEERING is a small career field there will be a need of about **3000** PEOPLE BY 2030

Earn your OSHA 10 and gain PAID EXPERIENCE as a MANUFACTURING CAREER PATHWAY INTERN with IASC Next

Contact Us hello@nextpathways.org nextpathways.org @iascnext

Scott Patrow - Director spatrow@isd6070.org 218.256.5576

MASTER AGREEMENT

July 1, 2026 – June 30, 2028

between Independent School District #118

and the

Minnesota Schools Employees Association
Northland Community Schools Unit

ISD #118 does not discriminate on the basis of race, color, national origin, sex, disability, age, sexual orientation, familial status, religion, creed, gender, marital status, genetic information, or receipt of public assistance in admission, access to, or treatment or employment in its programs and activities.

Table of Contents

ARTICLE I: Purpose 3

ARTICLE II: Recognition of Exclusive Representative 3

ARTICLE III: Definitions 3

ARTICLE IV: School District Rights 4

ARTICLE V: Employees' Rights 4

ARTICLE VI: Rates of Pay 6

ARTICLE VII: Group Insurance 8

ARTICLE VIII: Leaves of Absence 10

ARTICLE IX: Hours of Service and Duty Year 15

ARTICLE X: Holidays 18

ARTICLE XI: Vacations 19

ARTICLE XII: Discipline, Discharge, and Probationary Period 20

ARTICLE XIII: Grievance Procedure 23

ARTICLE XIV: Extra Compensation 26

ARTICLE XV: MISCELLANEOUS 26

ARTICLE XVI: Duration 27

APPENDIX A SCHEDULE A 2026-2027 28

APPENDIX A SCHEDULE B 2027-2028 30

ARTICLE I: Purpose

Parties: This Agreement is entered into between Independent School District #118, Remer, Minnesota, hereinafter referred to as the School District, and the Minnesota School Employees Association, (MSEA), hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for paraprofessionals, para/driver, bus drivers, bookkeeper, cooks, custodians, mechanics, and clerical employees during the duration of this Agreement.

ARTICLE II: Recognition of Exclusive Representative

SECTION 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Minnesota School Employees' Association, as the exclusive representative for paraprofessionals, para/driver, bus drivers, bookkeeper, cooks, custodians, mechanics, and clerical employees employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all employees of the School District contained in the appropriate unit as defined in ARTICLE III, SECTION 2 and the P.E.L.R.A. and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

SECTION 3. Unit Stewards: The exclusive representative shall provide the School District with the name of the stewards and secretary by October 1 each year.

ARTICLE III: Definitions

SECTION 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

SECTION 2. Description of Appropriate Unit: All members of the appropriate unit of the School District, not required to be licensed by the State of Minnesota, who are public employees within the meaning of the P.E.L.R.A., excluding supervisory and confidential employees are members of the bargaining unit.

SECTION 3. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

SECTION 4. Health Care Savings Plan (HCSP): In 2001 The Minnesota State Retirement System (MSRS) was granted authority to offer a post-employment health care savings plan, (HCSP), Minnesota Statute §352.98 (2001 Supp).

SECTION 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV: School District Rights

SECTION 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. School Board Responsibilities: The exclusive representative recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

SECTION 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

SECTION 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: Employees' Rights

SECTION 1. Employee Rights: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication or a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. Dues Check off. Payroll Deductions. Pursuant to Minn. Stat. $179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

Subd 2. MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a semi-monthly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

SECTION 3. Access to Financial Information: The School District shall provide, at the written request of the exclusive representative, access to School District financial information, budgets, and such other information necessary for collective bargaining purposes.

SECTION 4. Personnel Files: Employees, upon written request to the supervisor having custody of the files, have the right to review the content of their own personnel files and evaluations. Employees shall have the right to reproduce any of the contents of their own files. Employees shall have the right to submit for inclusion in their own files written information in response to any material in the files, and such information shall become a part of the files.

SECTION 5. Access to School District Facilities for Exclusive Representative Business: The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business with the written approval of the building administrator. Employees shall not conduct exclusive representative business during duty hours without the express written prior consent of the Superintendent.

SECTION 6. New Employee Meeting. Access will be allowed according to MN Statute 179A.07 Subd.9.

SECTION 7. Access to School District Facilities for Exclusive Representative Business: The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business with the written approval of the building administrator. Employees shall not conduct exclusive representative business during duty hours without the express written prior consent of the Superintendent.

ARTICLE VI: Rates of Pay

SECTION 1. Rates of Pay:

Subd. 1. Wages and Classifications: The wages and classifications reflected in SCHEDULE A and SCHEDULE B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2026 to June 30, 2028.

Subd. 2. Salary Schedules: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to their current rate until a successor Agreement is entered into. When a successor Agreement is entered into, compensation shall be retroactive to July 1.

SECTION 2. Occupational Injury Pay: Employees who are forced to leave their jobs because of occupational injury will receive pay for all hours scheduled to work on that day of injury or accident.

SECTION 3. Beginning Salary: Previous related work experience and special training may be given additional steps that affect the beginning salary, but a new employee may not exceed Step 10 of pay in any given classification without mutual agreement between the Union and the District.

SECTION 4. Boiler and Building Check Pay: Any employee required to perform a boiler check outside of his/her normal workday shall be paid a minimum of two hours of pay. If other work, such as snow removal, has to be done during the check, the time will run concurrently.

SECTION 5. Call-in Pay: Any employee called by his/her supervisor for work outside the normal work day shall be paid a minimum of 2 hours and the School Board approved mileage rate for a round trip from home to work and back. This section shall not apply to situations directly related to late starts and/or early dismissal.

SECTION 6. Demotions: If a demotion requires an employee to transfer to a job with a lower band and grade, the employee shall be frozen at the employee's rate of pay prior to the demotion for a period of twelve months or until the employee's schedule placement catches up, whichever occurs first. This section shall not apply to any demotions resulting from any disciplinary action.

SECTION 7. Salary Schedules: SCHEDULE A and SCHEDULE B reflect the agreements made for hourly wages.

SECTION 8. Call Back: Minimum Callback for In-Service: Employees called in for in-service training shall be paid for a minimum of two (2) hours.

SECTION 9. Shift Differential: Employees working janitorial shifts starting after 2:00 P.M. Monday through Friday or for any shift on a Saturday, Sunday or holiday shall receive an additional fifty (50¢) per hour. Shift differential shall not apply to boiler and building checks that are two hours or less.

SECTION 10. Para II Stipend: Paraprofessionals who are working in positions under the Para II sub classification shall receive a wage rate of 110% of his/her paraprofessional rate of pay for all hours paid.

SECTION 11. Custodial employees with a class 1 licensure will receive an additional fifty (50¢) cents per

hour.

SECTION 12: Class III Drivers will receive an additional fifty (50¢) per hour for driving hours.

SECTION 13: Extra Hours, Summer School, or After School Program Employment Opportunities; Seniority & Posting: Extra Hours, Summer School or after school program employment opportunities will first be offered, to qualified employees in order of seniority, to the qualified staff working at the building or work location during the regular school term for Summer School or regular day for after school programs. Positions not filled through this process will be offered first to those qualified staff who worked the Summer School or after school program opportunity the previous school year if that staff member exhibited success in working with the program. Any remaining unfilled positions will be posted and the program/building supervisor may exercise discretion in selection of staff.

If the District, due to a student's IEP and/or medical recommendation, requests the same paraprofessional for the summer school session as the student had for the regular school year, the District shall meet and confer with the Union field representative or local with leadership. If the paraprofessional is willing to accept the summer assignment, the unit leadership shall have the authority to grant a waiver of the seniority provision for the summer session.

SECTION 14: Paraprofessionals will receive an additional fifty cents (50₵) per hour when assigned by administration to a classroom with no teacher or shared teacher

ARTICLE VII: Group Insurance

SECTION 1. Selection of Carrier: The selection of the group insurance carriers and policy shall be made by the School District as provided by law.

SECTION 2.

Subd 1. Health and Hospitalization Insurance Premium Contributions: The School District shall contribute for health and hospitalization. During the 2026-27 contract years, the District will offer a Cafeteria (125) plan and will contribute up to $13,700 per year towards family health insurance only, or $8,200per year toward individual health insurance. During the 2027-2028 contract years, the District will contribute up to $13,900 per year towards family health insurance only, or $8,400 per year towards individual health insurance.

This contribution may be utilized toward the combined cost of any of the following:
The premium for coverage for each regular employee employed by the school district that qualifies for and is enrolled in the School District group health and hospitalization plan;

- The premium for a Basic Life Insurance Policy ($50,000);
- The premium for Supplemental Life Insurance up to $50,000 (this would be taxable);
- The premium for any other District group supplemental insurance plans approved as pre tax options;
- Employees shall be paid 50% of any remaining funds after purchasing insurance up to a maximum of $2,850. Employees electing not to purchase insurance shall be paid $2,850 per year. This payment shall be taxable.

Any additional cost of the premiums selected is to be borne by the employee and paid by payroll deduction.

Subd. 2 Dental Insurance: During the 2026-2028 contract years, the District will contribute up to $45 per month towards the premium for dental insurance.

Subd. 3: Selection of Provided Policies: An employee has the option to select coverage under the School District group policy.

Subd. 4. Allowance for Husband and Wife: When two employees are married and are both employed by the School District, each shall be allowed the insurance contribution as stated in ARTICLE VII,

Subd. 5. For employees electing the District's HSA plan, a contribution of $1000 will be made into the employee's HSA account for the 2026-2027 and the 2027-2028 school years.

SECTION 3. Long Term Disability Insurance (LTD): The School District shall contribute a sum not to exceed $12.00 per month toward the school districts LTD policy for all employees covered by this Agreement.

SECTION 4. Employee Assistance Program (EAP): The School District shall pay the full cost toward the school district's EAP policy for all employees covered by this Agreement and their eligible family members.

SECTION 5. Claims Against the School District: The School District's only obligation is to provide a group policy (or to allow an employee to purchase individual health insurance policies) and to pay such amounts as agreed to in this Agreement. The School District's obligations are strictly administrative, and, under no circumstances, shall a claim be made against the School District as a result of a denial of insurance benefits by any insurance carrier.

SECTION 6. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

SECTION 7. Eligibility: Benefits provided in this article shall be available according to the following criteria:

1. Employees hired before May 1, 2014 shall be eligible for the contributions listed in Article VII, Section 2.

2. Employees hired after May 1, 2014, who are employed 20 or more hours per week including bus drivers, shall be eligible for the contributions listed in Article VII, Section 2.

SECTION 8. Reduction in Hours Protection: Employees who are reduced in hours through no fault of their own shall suffer no reduction in insurance benefits for the duration of the balance of the employment contract period in the current fiscal year, provided the insurance carrier allows.

ARTICLE VIII: Leaves of Absence

SECTION 1. Sick Leave/Earned Sick and Safety Leave. As applicable to MN Statutes 181.9445, 181-9446, 181.9447, 181.9448.

Subd. 1. Annual Allowance: An employee shall earn sick leave at the rate of 1 2/3 days for each month of service in the employ of the School District credited to the employee's sick leave bank each month. New employees shall receive a sick leave advance of 4 months credited to their sick leave bank upon hire. Beginning on the new hire's fifth month of service, they shall earn sick leave on a monthly basis at the rate established as applicable to Minnesota State or Federal Statute or mandate.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 110 days of sick leave per employee for 12 month employees and 90 days for less than 12 month employees.

The maximum credit of days shall be resolved after June 30 of each contract year. Thirty-five percent (35%)of any hours earned under Section 1 above in excess of the 110 or 90 days an employee is eligible to accumulate as of June 30 shall be deducted and deposited into a HCSP in the employee's name. The rate of pay shall be the rate the employee was earning as of June 30 of that contract year and deposited into an HCSP by August 1 of the same calendar year. (Example: If an employee who could accumulate 90 days of sick leave started contract year 1 with 80 days already accumulated on July 1 and did not use any additional days earned each month throughout the contract year, this employee would have 95 days accumulated on June 30 of contract year 1. Thirty-five percent of the 5 days in excess at this employee's rate of pay as of June 30 of contract year 1 would be deposited into a HCSP in the employee's name. This employee would start contract year 2 out with 90 days of sick leave accumulation.)

Subd. 3. Eligibility: Sick leave with pay shall be allowed when the employee's absence is found to have been due to his/her illness or disability, which prevented his/her attendance and performance of duties on that day or days. Such days are to be deducted from accrued sick leave or as applicable by Minnesota State or Federal Statute or mandate.

Subd. 4. Illness of Family Members: An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee’s child ("child means an individual under 18 years of age or an individual under age 20 who is still attending secondary school), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury or as applicable by Minnesota State or Federal Statute or mandate. Such days are to be deducted from sick leave.

Subd. 5. Proof of Illness: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or as applicable by Minnesota State or Federal Statute or mandate, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Authorization for Payment: Sick leave pay shall be approved only upon submission of a request upon the authorized digital time clock system.

Subd. 7. Wellness Incentive:

1. Employees whose annual use of sick leave is less than 3 days will receive a wellness incentive according to the following schedule.

2. Upon the end of the fiscal year (June 30), an amount equal to the current wage for the classification the employee was currently holding will be deposited in the HCSP program

3. Eight hours of the employee's current rate will be deposited for each incentive day earned for all classifications except drivers. Drivers will have 4 hours of their current rate of pay for each incentive day earned.

Number of Sick Leave Days Used	Number of Incentive Days Earned
Zero (0) days	3 days
One (1) days	2 days
Two (2) days	1 day
Three (3) or more days	0 days

Section 2. Minnesota Paid Leave for Individuals and Families; Beginning January 1, 2028, leave will be allowed as applicable to Minnesota State Statutes and or mandates that may apply to this section.

SECTION 3. Workers' Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, said salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

SECTION 4. Personal Leave: Employees shall be allotted 3 personal leave days (prorated based on the employee's regularly scheduled work day), non-accumulative, per school year, July 1 through June 30. Requests for approval of personal leave must be made in writing to the Superintendent or his/her designated representative at least 3 days in advance.

No more than 3 employees shall be granted personal leave on the same day. Substitutes must be available for all who are on leave. In the event that more than 3 requests are received for the same date, the leave shall be granted based upon the order in which the requests are received. The order in which the requests are received is determined by the date and time placed on the request by the Superintendent or his/her designee.

Employees shall be paid for any unused personal days at the end of the school year at the hourly rate paid to substitutes.

SECTION 5. Bereavement: Up to 3 days of leave per occurrence shall be allowed, the days to be deducted from sick leave, for death in the employee's immediate family. "Immediate family" is defined as the employee's spouse, child, parent, mother-in-law, father-in-law, grandparents, brother, sister, aunt, uncle, cohabitating adults and those adult's' children, or other relatives living in the household of the employee. The specific amount of leave allowed is subject to the discretion of the Superintendent or as provided by law Denial of such leave shall not be subject to the grievance procedure.

SECTION 6. Emergency Leave:

Subd. 1. Eligibility: An employee may be granted a leave at the discretion his/her immediate supervisor of up to 2 days per year, non-accumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to outside the employees workday or for an unscheduled school closing and which are not covered under other provisions of this Agreement. At the discretion of the Superintendent, more than 2 days of emergency leave may be granted. All emergency days are to be deducted from sick leave.

Subd. 2. Application: Requests for emergency leave must be made in writing to the employee's immediate supervisor at least 3 days in advance whenever possible or prior to the processing of payroll for that pay period in the event of an unscheduled school closing. The request shall state the reason for the proposed leave. The immediate supervisor reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. Emergency leaves must have prior, written approval whenever possible.

Subd. 3. Authorization: An emergency leave day shall not be granted for the day preceding or the day following holidays or vacations or the first and last days of the school year, unless it is a request due to an unscheduled school closing. The Superintendent may allow 1 of these days to be granted due to extenuating circumstances, but denial of such leave shall not be subject to the grievance procedure.

SECTION 7. Medical Leave:

Subd. 1. Eligibility: A medical leave of absence may be granted to an employee who meets either of the following qualifications:

1. Has completed his/her probationary period and;
2. Is unable to perform his/her duties because of illness and injury, and
3. Has exhausted all sick leave credit, OR
4. Has become eligible for LTD compensation.

This leave is without pay and may be up to 6 months. This leave may be renewed at the discretion of the School Board.

Subd. 2. Application: A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume his/her normal responsibilities.

Subd. 3. Insurance Coverage: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. Failure to pay the premium in advance may result in the cancellation of the policy by the insurance company.

Subd. 4. Effect on Accrued Time: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she has accrued at the time he went on leave. No credit shall accrue from the period of time that an employee was on unpaid leave.

SECTION 8. Well Childcare/Adoption Leave:

Subd. 1. Application for Leave: A well childcare/adoption leave may be granted by the School Board, subject to the provisions of this section, to 1 parent of an infant child, provided such parent is caring for the

child on a full-time basis.

Subd. 2. Notice: An employee making application for well childcare/adoption leave must inform the Superintendent in writing of his/her intention to take the leave at least 3 calendar months before commencement of the intended leave.

Subd. 3. Use of Sick Leave: An employee shall not be eligible for sick leave during the period of time covered by a childcare/adoption leave.

Subd. 4. Substitute Availability: The availability of a substitute may also be considered by the School District in determining the beginning or the duration of the leave.

Subd. 5. Commencement and Duration: In making a determination concerning the commencement and duration of a well childcare/adoption leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.

2. Permit the employee to return to his or her employment prior to the date designated in the request for well childcare/adoption leave.

Subd. 6. Reinstatement: An employee returning from well childcare/adoption leave shall be reemployed in a position for which he or she is classified unless previously discharged or laid off.

Subd. 7. Termination: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 8. Probationary Period: The parties agree that periods of time for which the employee is on well childcare/adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Retention of Rights: An employee who returns from well childcare/adoption leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for well childcare/adoption leave.

Subd. 10. Insurance Participation: An employee on well childcare/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the well childcare/adoption leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section, subject to COBRA requirements.

Subd. 11. Pay: Leave under this section shall be without pay or fringe benefits unless required by state or federal statute.

SECTION 9. Jury Service Leave: Jury service will be administered pursuant to Minnesota statutes. An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

SECTION 10. Exclusive Representative Leave: A leave of absence, without pay, may be granted for a reasonable length of time to officers or appointed representatives of the exclusive representative to attend meetings of the exclusive representative. All requests for such leave must be submitted to the Superintendent, in writing, at least 3 days in advance. No more than 4 officers may utilize this leave on the same day.

SECTION 11. Eligibility:

Subd. 1. Eligibility: Leave benefits provided in this article shall apply only to employees who are included in the bargaining unit.

Subd. 2. Absences Not Covered by Leave: Any person requesting to be absent from work for a reason not covered by leave provisions of this agreement must have such request approved by the superintendent in writing prior to seeking a substitute. However, denials may be appealed to the School Board at the next regularly scheduled school board meeting. The Board's decision is final. All such leaves may be denied and are not subject to the grievance provision.

SECTION 12. Reassignment of Management Paraprofessionals: Management paraprofessionals are employed based on a need for services for individual students. The amount of needed service is found in the particular IEPs. Management paraprofessionals are assigned working hours tied to the individual students they serve. When the student and/or students are absent from school and services are not needed; therefore, the management paraprofessional's working hours may be reduced.

Subd. 1. One-to-One Assignments: When a management paraprofessional is providing 1-to-1 services to a student, if the student is absent the management paraprofessional will be reassigned duties for up to 2 days for each accumulative occurrence of absence of the assigned student.

Any management paraprofessional who has no one to provide services to due to student absences exceeding 2 consecutive days will be placed on a first call substitute list. Seniority will determine the order of substituting.

If a student requiring a 1-to-1 management paraprofessional leaves the School District permanently, the management paraprofessional assigned to the student will not work until reassigned based on seniority among management paraprofessionals. Reassignment will occur following the end of the next full pay cycle during which time the management paraprofessional will not work.

Subd. 2. Serving Multiple Students: In a situation where a management paraprofessional is assigned to multiple students and a student assigned to that management paraprofessional leaves the School District permanently, his/her work schedule will be adjusted prior to the end of the next full pay cycle during which time management paraprofessional may be re-assigned or laid off.

Subd. 3. Listed by Name: A management paraprofessional who is listed by name in an IEP as the serving paraprofessional will not have his/her assignment changed due to the leaving of other students served by other management paraprofessionals until change of school years. However, the School District and exclusive representative must meet and negotiate before a listing by name applies.

Subd. 4. Communication: The School District Central Office needs to be informed when such changes occur. Changes must be noted on the timecards. If a reassigned management paraprofessional is assigned to work as a substitute, his/her name must be listed on the "Leave of Absence Form" for the

employee for whom the management paraprofessional is substituting.

Subd. 5. Alternative work when no Paraprofessional Work is Available:

1. School District Food Service Supervisor and the School District Custodial Supervisor update work available daily to the assigned clerical paraprofessional who is charged with finding substitutes.

2. The clerical paraprofessional prepares a spreadsheet of all custodial and food services paraprofessional and secretarial absences each morning.

3. The clerical paraprofessional emails the updated spreadsheet to building secretaries.

4. The management paraprofessional is given a copy of available openings and must indicate in writing if he/she does not wish to take openings and, if not, leaves work and is not paid for the absence.

5. The management paraprofessional must document on his/her timecard the employee for whom he/she substituted, and the time will be charged to that department.

ARTICLE IX: Hours of Service and Duty Year

SECTION 1. A Full-Time Employee is:

Subd. 1. Regular Work Week: A regular work week shall consist of a maximum of 40 hours, or a minimum of 20 hours, exclusive of lunch.

Subd. 2. Bus Drivers: A full-time bus driver is one who is contracted to drive a regular route for the school year. The normal day for a bus driver is to transport the students to and from school. A bus driver's daily schedule is based on a total of 4 hours, inclusive of inspection time.

SECTION 2. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis as long as doing so does not affect the regular work week of employees covered by this Agreement.

SECTION 3. Shifts and Starting Times: All employees will be assigned starting time and shifts by the School District.

SECTION 4. Lunch Periods/ Rest Breaks: Employees working more than 5 consecutive hours per day-shall be provided an unpaid-duty free lunch period of at least 30 minutes. Employees shall receive the following lunch periods and rest breaks:
3-5 work hours - 15 minute break
5+ - 6 work hours - 30 minute duty free/unpaid lunch period
6+ work hours – 30 minute duty free/unpaid lunch period plus 15 minute break
8+ work hours - 30 minute duty free/unpaid lunch period plus two 15 minute breaks

SECTION 5. School Closing: In the event that school closes for (e.g. weather related closing, other emergency closing, etc.)employees will have the following options made available to them:

a. work remotely as assigned by the District

b. take the day unpaid

c. take sick or personal time

d. make up the time as mutually agreed between the employee and their building supervisor or administrator

SECTION 6. E-Learning Days: When the School District declares an e-learning day, school is in session. Employees will receive the full wages and benefits for scheduled work hours according to MN Statute 120A.414

If an employee reports to work prior to school being closed he/she will be paid a minimum of 2 hours. The previous options may be used for the remaining lost time.

SECTION 7. Shortened Workday: In the event of a late start or an early out, employees shall be given the opportunity to make up any missed hours. Any employee choosing to make up missed hours will consult with their supervisor regarding the scheduling of this make up time. An employee who is denied the opportunity to schedule make up hours, by their supervisor, may appeal the issue to the Superintendent. The Superintendent's decision will be final. These added hours cannot be added to a full week in order to be paid as overtime.

SECTION 8. Overtime: Time and a half shall be paid for all hours worked over 40 hours in any work week. In the event of an emergency that occurs on a holiday, employees required to work will receive their regular rate of pay in addition to their pay for the holiday.

To work overtime that is not part of an employee's regular schedule, the employee must have prior, written approval from the employee's immediate supervisor. If prior, written approval is not possible, the immediate supervisor's written approval must be obtained prior to the completion of the current pay period.

Employees, who work beyond their regular daily schedule on any day, shall not be required to take time off later in the work week because of such extra work.

ARTICLE X: Holidays

SECTION 1. Paid Holidays:

Subd. 1.. Paid Holidays for Twelve-Month, Full-Time Employees: Employees shall be granted the following paid holidays:
Labor Day Thanksgiving Day Friday following Thanksgiving Christmas Eve Day Christmas Day New Year's Day Good Friday *Memorial Day *Juneteenth *July 4th

*Pay for Memorial Day, Juneteenth, and July 4th will only be allowed if scheduled work days extend over the particular paid holiday.

Subd. 2. Paid Holidays for Less Than 12 Month and 20 Hours or More Per Week Employees: Employees working less than 12 months and 20 hours or more per week shall be granted the following paid holidays:
Labor Day Thanksgiving Day Friday following Thanksgiving Christmas Eve Day Christmas Day New Year's Day Memorial Day Good Friday *Juneteenth

Paid holidays will be prorated based on the employee's normal work day. For example, an employee who normally works 4 hours per day will receive 4 hours pay for each holiday while an employee normally working 6 hours per day will receive 6 hours pay for each holiday.

*Pay for Juneteenth will only be allowed if scheduled work days extend over the particular paid holiday.

Subd. 3. Paid Holidays for Less Than 20 Hours Per Week Employees: Employees working less than 12 months and less than 20 hours per week shall be granted the following paid holidays:
Labor Day Christmas Eve Day Christmas Day Good Friday Memorial Day *Juneteenth

Paid holidays will be prorated based on the employee's normal work day. For example, an employee who normally works 4 hours per day will receive 4 hours pay for each holiday while an employee normally working 6 hours per day will receive 6 hours pay for each holiday.

*Pay for Juneteenth will only be allowed if scheduled work days extend over the particular paid holiday.

SECTION 2. Weekends: Holidays that fall on weekends shall be observed on a day established by the School District.

SECTION 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday which falls within an employee’s vacation period, shall not be counted as a vacation day.

SECTION 4. Application: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused leave or vacation. Eligible employees shall receive Labor Day as a paid holiday provided they work the Tuesday following Labor Day and Memorial Day if they work the day before Memorial Day.

ARTICLE XI: Vacations

SECTION 1. Eligibility: This article shall apply only to employees who are regularly employed on a 12-month basis and 40-hour week.

SECTION 2. Earned Vacations: Full-time, 12-month employees under these provisions shall accrue and use vacation as follows:

Years of Service	Accrual Rate per Month
0-8	1 day
9-15	1.25 days
16-30	1.667 days
31+ years	2.0834 days

Earned vacations can only be used after completing a full year of service. Use of vacation time may start upon the anniversary date of employment. The 18-month period of time in which the vacation days are to be used is the 18 months from the anniversary date of the employee each year.

SECTION 3. Unused Vacation and Scheduling:

Subd. 1. Resignation: An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least 2 weeks' advance written notice of his/her resignation time.

Subd. 2. Scheduling: The scheduling of all vacation shall be determined by the employee's immediate supervisor.

Subd. 3. Unused Vacation Days: An employee may choose to be paid for up to 3 days of unused vacation time instead of using the vacation days. Unused days, over 3 days and up to 5 days, will be placed in the employee's HCSP.

ARTICLE XII: Discipline, Discharge, and Probationary Period

SECTION 1. Probationary Period: An employee shall serve a probationary period of 1 calendar year of continuous service during which time the School Board shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Master Agreement alleged to have been violated. A new employee shall not be considered a permanent employee until the employee has served this 1 calendar year probationary period. Subsequent to that period, the employee shall attain permanent status and may be discharged only for just cause.

SECTION 2. Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively depending on the severity of the incident. Disciplinary action may be taken against an employee for just cause.

The School Board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the School Board or their designee may include the following 5 steps:

A. oral reprimand
B. written reprimand
C. suspension with pay
D. suspension without pay
E. discharge

The School District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

SECTION 3. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have a representative of the exclusive representative present. When possible, the School District will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

SECTION 4. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes are relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the School District which shall be conducted after advance notice to the employee and his/her representative who shall be permitted to attend the conference.

SECTION 5. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel file. Investigations into conduct, which do not result in disciplinary action, however, shall not be entered into the employee's personnel file. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel file.

SECTION 6. Probationary Period Change of Classification: In addition to the initial probationary period, an

employee transferred or promoted to a different classification shall serve a new probationary period of 90 working days in any such new classification. If during this 90-day probationary period, the School District is not satisfied with the job being done in the new classification, the employee will be returned to the old classification with no loss of seniority in that classification.

SECTION 7. Unpaid Leaves and Probationary Period: Periods of absences for unpaid leaves taken under ARTICLE VIII, SECTION 2, and SECTION 7, or absences exceeding allotted sick leave will not count as part of the probationary period. The probationary period will be lengthened to equal those absences unless otherwise required by law.

SECTION 8. Seniority Date: Employees shall acquire seniority upon completion of the probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of hire. If more than 1 employee is hired on the same date, seniority ranking for such employees shall be determined by the order of hire.

SECTION 9. Job Posting: Job openings in any classification covered by this Agreement will be posted in all buildings in the School District for a period of 5 days. The School District determines what position is to be posted after an employee submits his/her resignation or leaves employment for other reasons. This allows for managerial transfers of employees prior to position posting. Employees interested in the positions must advise the School District in writing within the posting period. A permanent job opening is a vacancy in a position scheduled that provides enough hours for unit inclusion. Permanent job openings shall be filled within 40 days from the last day of the job-posting period.

SECTION 10. Job Posting Copies: Copies of all job posting shall be provided to the chief steward(s).

SECTION 11. Reduction in Force: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of 15 months after the date of layoff. The employee must be fully qualified for the position to be recalled. Fully qualified means the person must meet all current federal and/or state qualifications for the position, even if qualifications for the position have changed since the date of lay off. The School District determines the actual date of recall. No job opening shall exist within the district if someone from that job classification is on layoff.

SECTION 12. Notifying the School District of a Change of Address: An employee on lay off must advise the School District of any change in address which occurs during his/her period of recall.

SECTION 13. Seniority List: A seniority list will be made up by the School District and posted once a year. When the seniority list is posted, an employee shall have 15 working days to request a correction on the list.

SECTION 14. Loss of Seniority and Related Benefits: Employees who are terminated during their initial probationary period, resign, retire, are discharged for just cause, or fail to return to work following the completion of a leave of absence, or fail to respond to a recall notice within 16 calendar days while on layoff shall lose their seniority rights, longevity pay, and other related benefits.

SECTION 15. Job Classifications: Employees may be reassigned within their classification whenever employee absences create the need for reassignment.

1. Instructional Paraprofessional
    a. Paraprofessional II
        i. Computer Technician Assistant
        ii. High School Library and Online Learning Assistant
        iii. Little Sand Learning Center Program Coordinator
2. Clerical Paraprofessional
3. Management Paraprofessional
    i. Paraprofessional/Driver
4. Baker
5. Cooks I & II
6. Kitchen Helper
7. Custodian
8. Secretary
9. Bookkeeper II
10. Mechanic II
11. Bus Driver (including Special Education Bus Driver)
12. Payroll Clerk
13. Groundskeeper
14. Cleaner
15. Lead Custodian
16. District Computer Tech
17. Indian Education Paraprofessional
18. Health Paraprofessional

ARTICLE XIII: Grievance Procedure

SECTION 1. Grievance Procedure: A "grievance" shall mean an allegation by an employee or group of employees resulting in a dispute or disagreement between the employee or group of employees, as filed by the exclusive representative, and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

SECTION 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

SECTION 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to "days" regarding time periods in this procedure shall refer to all weekdays not designated as holidays by this contract or state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail or if it has been faxed or personally served within the time period. The counting of the timeline begins the day after the employee, the employee's representative, or School District receives notice.

SECTION 4. Time Limitations: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the principal(s) or building administrator setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

SECTION 5. An Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussion, the principal(s) or building administrator shall give a written decision on the grievance to the parties involved within 5 days after receipt of the written grievance.

Subd. 2. Level II - Superintendent: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the

Superintendent or his/her designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 7 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III - School Board: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance at the next regular School Board meeting after receipt of the appeal. Within 10 days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Grievance Mediation: Either party may request grievance mediation at any time by sending a written request to the BMS and by sending a copy of such requests to the other party.

SECTION 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next level.

SECTION 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

Subd. 1. Submission to Arbitration: The grievant may submit to arbitration any grievance which has been properly processed through Level III of the grievance procedure. The exclusive representative must file with the Superintendent a written notice of intention to arbitrate not more than 12 days after the written decision of the grievance at Level III. Arbitration proceedings shall be conducted according to labor arbitration rules.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: The School District and employee or employee's representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the employee or employee's representative are unable to agree on an arbitrator, they may request from the Commissioner of the BMS, a list of 5 names. The list maintained by the Commissioner shall be made up of qualified arbitrators who have submitted an application to the Commissioner. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 4. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited, to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction

and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 5. Decision: The decision of the arbitrator shall be final and binding on all parties to the dispute. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the BMS.

Subd. 6. Extension of Time Limits: The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure.

Subd. 7. Employee Participation: Employees shall not lose wages due to their necessary participation in grievance hearing held locally during the working hours. No reprisals of any kind will be taken by the School District against any employee because of his/her participation in this grievance procedure.

ARTICLE XIV: Extra Compensation

SECTION 1. 403(b)

Subd. 1. Eligibility. Pursuant to the provisions of M.S. 123B.02, Subd. 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee.

Subd. 2. Amount of School District Contribution:
403(b) – Beginning January 1, 2019 members of the Minnesota Schools Employees Association Northland Community Schools Unit shall be eligible to participate in this plan and receive matching contributions from the District, according to the following schedule:

Credited Years of Service in the District	Maximum Annual Matching Contribution	Minimum Employee Contribution
Less than 1 (one) year	$100	$100
1-9	$350	$350
10+	$600	$600

In recognition of continuous service to the District, employees will receive the annual longevity bonus listed below. Longevity will be paid annually by June 30.

Years of Service to the District.	**Longevity Bonus**
20-24 Years.	$500
25-29 Years.	$750
30+ Years.	$1,000

ARTICLE XV: Miscellaneous

SECTION 1. Boiler License Fee: The School District shall pay the cost of a boiler license fee when the School District requires the custodian to maintain a boiler license as a requirement for his or her job. A custodian who is hired without the qualification of possessing a "Special Class Boiler License" will obtain a Special Class boiler license within 30 workdays of employment and will obtain a "Second Class Boiler License" within 28-months. The School District shall pay only the actual cost of the boiler license fee. The district agrees to pay only once for training time, testing materials, testing time, and exam for each license level required.

SECTION 2. Para Pro Test: The School District shall pay the test fee for the Para Pro Test for currently employed paraprofessionals. The district will pay the fee only once for any paraprofessional. If the district becomes a Title I School Wide project, the School District shall pay the test fee for the Para Pro Test.

SECTION 3: Extra Trips

Subd. 1. POSTING: All extra trips sponsored by the School District shall be posted.

Subd. 2. SIGN-UP: Regular drivers who want to drive posted trips can sign up for posted trips.

Subd. 3. ASSIGNMENTS: The senior driver with the least accumulated trip hours shall have the trip.

However, the transportation supervisor may reschedule the driver in the event that special circumstances arise. In the event no driver signs up by the deadline, the transportation supervisor has the authority to fill the trip by any means necessary.

ARTICLE XVI: Duration

SECTION 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026through June 30,, 2028 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

SECTION 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior agreements, resolutions, and practices, and School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term of this Agreement.

SECTION 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any such provisions thereof

APPENDIX A
SCHEDULE A
2026-2027

Step	Para	Para II	Baker	Cooks I&II	Kitchen Helper	Custodian	Cleaner	Grounds Keeper
1	16.90	18.54	21.98	16.86	14.90	16.90	16.11	15.31
2	17.17	18.80	22.23	17.13	15.17	17.17	16.37	15.57
3	17.43	19.05	22.50	17.38	15.43	17.43	16.63	15.83
4	17.68	19.32	22.76	17.64	15.68	17.68	16.88	16.09
5	17.94	19.58	23.01	17.90	15.94	17.94	17.15	16.35
6	18.20	19.83	23.27	18.16	16.21	18.20	17.40	16.61
7	18.46	20.09	23.53	18.42	16.46	18.46	17.66	16.86
8	18.72	20.36	23.79	18.68	16.72	18.72	17.92	17.13
9	18.97	20.61	24.05	18.93	16.97	18.97	18.18	17.38
10	19.24	20.87	24.30	19.20	17.24	19.24	18.44	17.64
11	19.50	21.13	24.57	19.45	17.50	19.50	18.70	17.90
12	19.75	21.39	24.83	19.71	17.75	19.75	18.95	18.16
13	20.01	21.65	25.08	19.97	18.01	20.01	19.22	18.42
14	20.27	21.90	25.34	20.23	18.28	20.27	19.48	18.68
15	20.53	22.16	25.60	20.49	18.53	20.53	19.73	18.93
16	20.79	22.43	25.86	20.75	18.79	20.79	19.99	19.20
17	21.04	22.68	26.12	21.00	19.04	21.04	20.25	19.45
18	21.31	22.94	26.37	21.27	19.31	21.31	20.51	19.71
19	21.57	23.20	26.64	21.53	19.57	21.57	20.77	19.97
20	21.82	23.46	26.90	21.78	19.82	21.82	21.02	20.23
21	22.08	23.72	27.15	22.04	20.08	22.08	21.29	20.49
22	22.35	23.97	27.41	22.30	20.35	22.35	21.55	20.75
23	22.60	24.23	27.68	22.56	20.60	22.60	21.80	21.00
24	22.86	24.50	27.93	22.82	20.86	22.86	22.06	21.27
25	23.11	24.75	28.19	23.07	21.12	23.11	22.32	21.53
26	23.38	25.01	28.44	23.34	21.38	23.38	22.58	21.78
27	23.64	25.27	28.71	23.60	21.64	23.64	22.84	22.04
28	23.89	25.53	28.97	23.85	21.89	23.89	23.09	22.30
29	24.15	25.79	29.22	24.11	22.15	24.15	23.36	22.56
30	24.42	26.05	29.48	24.37	22.42	24.42	23.62	22.82

2026-2027 Continued

Step	Mechanic	Mechanic II	Bus Driver	Secretary	Payroll	Book keeper	Book keeper II	Lead Custodian	Dist. Comp. Tech
1	27.07	0.00	27.07	18.94	20.81	24.74	28.44	19.90	23.81
2	27.33	0.00	27.33	19.21	21.06	25.00	28.71	20.15	24.07
3	27.59	0.00	27.59	19.46	21.33	25.26	28.97	20.42	24.33
4	27.85	0.00	27.85	19.72	21.59	25.52	29.22	20.67	24.59
5	28.11	0.00	28.11	19.98	21.84	25.78	29.48	20.93	24.85
6	28.36	0.00	28.36	20.24	22.10	26.04	29.75	21.19	25.10
7	28.63	0.00	28.63	20.50	22.37	26.29	30.00	21.45	25.37
8	28.88	0.00	28.88	20.76	22.62	26.56	30.26	21.71	25.63
9	29.14	0.00	29.14	21.01	22.88	26.81	30.51	21.97	25.88
10	29.40	26.90	29.40	21.28	23.13	27.07	30.78	22.22	26.14
11	29.66	27.15	29.66	21.54	23.40	27.33	31.04	22.49	26.40
12	29.92	27.41	29.92	21.79	23.66	27.59	31.29	22.74	26.66
13	30.18	27.68	30.18	22.05	23.91	27.85	31.55	23.00	26.92
14	30.43	27.93	30.43	22.31	24.17	28.11	31.82	23.26	27.17
15	30.70	28.19	30.70	22.57	24.44	28.36	32.07	23.52	27.44
16	30.96	28.44	30.96	22.83	24.69	28.63	32.33	23.78	27.70
17	31.21	28.71	31.21	23.08	24.95	28.88	32.58	24.04	27.95
18	31.47	28.97	31.47	23.35	25.20	29.14	32.85	24.29	28.21
19	31.73	29.22	31.73	23.61	25.47	29.40	33.11	24.56	28.47
20	31.99	29.48	31.99	23.86	25.73	29.66	33.36	24.82	28.73
21	32.25	29.75	32.25	24.12	25.98	29.92	33.62	25.07	28.99
22	32.50	30.00	32.50	24.38	26.24	30.18	33.89	25.33	29.24
23	32.77	30.26	32.77	24.64	26.51	30.43	34.14	25.59	29.51
24	33.03	30.51	33.03	24.90	26.76	30.70	34.40	25.85	29.77
25	33.28	30.78	33.28	25.15	27.02	30.96	34.66	26.11	30.02
26	33.54	31.04	33.54	25.42	27.28	31.21	34.92	26.36	30.28
27	33.80	31.29	33.80	25.68	27.54	31.47	35.18	26.63	30.55
28	34.06	31.55	34.06	25.93	27.80	31.73	35.43	26.89	30.80
29	34.32	31.82	34.32	26.19	28.05	31.99	35.69	27.14	31.06
30	34.57	32.07	34.57	26.46	28.31	32.25	35.96	27.40	31.31

APPENDIX A
SCHEDULE B
2027-2028

Step	Para	Para II	Baker	Cooks I&II	Kitchen Helper	Custodian	Cleaner	Grounds Keeper
1	17.32	19.01	22.53	17.28	15.28	17.32	16.52	15.70
2	17.60	19.27	22.79	17.56	15.55	17.60	16.78	15.96
3	17.86	19.53	23.06	17.82	15.81	17.86	17.04	16.22
4	18.12	19.80	23.32	18.08	16.07	18.12	17.30	16.49
5	18.39	20.07	23.59	18.34	16.34	18.39	17.58	16.76
6	18.66	20.33	23.85	18.62	16.61	18.66	17.84	17.02
7	18.92	20.59	24.12	18.88	16.87	18.92	18.10	17.28
8	19.18	20.87	24.39	19.14	17.14	19.18	18.36	17.56
9	19.45	21.13	24.65	19.41	17.40	19.45	18.64	17.82
10	19.72	21.39	24.91	19.68	17.67	19.72	18.90	18.08
11	19.98	21.65	25.18	19.94	17.93	19.98	19.16	18.34
12	20.25	21.93	25.45	20.20	18.20	20.25	19.43	18.62
13	20.51	22.19	25.71	20.47	18.46	20.51	19.70	18.88
14	20.78	22.45	25.97	20.74	18.73	20.78	19.96	19.14
15	21.04	22.71	26.24	21.00	19.00	21.04	20.22	19.41
16	21.31	22.99	26.51	21.26	19.26	21.31	20.49	19.68
17	21.57	23.25	26.77	21.53	19.52	21.57	20.76	19.94
18	21.84	23.51	27.03	21.80	19.79	21.84	21.02	20.20
19	22.11	23.78	27.31	22.06	20.06	22.11	21.29	20.47
20	22.37	24.05	27.57	22.33	20.32	22.37	21.55	20.74
21	22.63	24.31	27.83	22.59	20.58	22.63	21.82	21.00
22	22.90	24.57	28.09	22.86	20.85	22.90	22.08	21.26
23	23.17	24.84	28.37	23.12	21.12	23.17	22.35	21.53
24	23.43	25.11	28.63	23.39	21.38	23.43	22.61	21.80
25	23.69	25.37	28.89	23.65	21.64	23.69	22.88	22.06
26	23.96	25.64	29.15	23.92	21.92	23.96	23.15	22.33
27	24.23	25.90	29.43	24.19	22.18	24.23	23.41	22.59
28	24.49	26.17	29.69	24.45	22.44	24.49	23.67	22.86
29	24.75	26.43	29.95	24.71	22.70	24.75	23.94	23.12
30	25.03	26.70	30.22	24.98	22.98	25.03	24.21	23.39

2027-2028 Continued

Step	Mechanic	Mechanic II	Bus Driver	Secretary	Payroll	Book keeper	Book keeper II	Lead Custodian	Dist. Comp. Tech
1	27.75	0.00	27.75	19.42	21.33	25.36	29.15	20.39	24.41
2	28.01	0.00	28.01	19.69	21.59	25.62	29.43	20.66	24.67
3	28.28	0.00	28.28	19.95	21.86	25.89	29.69	20.93	24.94
4	28.55	0.00	28.55	20.21	22.13	26.16	29.95	21.19	25.20
5	28.81	0.00	28.81	20.48	22.39	26.42	30.22	21.45	25.47
6	29.07	0.00	29.07	20.75	22.65	26.69	30.49	21.72	25.73
7	29.34	0.00	29.34	21.01	22.92	26.95	30.75	21.99	26.00
8	29.61	0.00	29.61	21.28	23.19	27.22	31.01	22.25	26.27
9	29.87	0.00	29.87	21.54	23.45	27.48	31.28	22.51	26.53
10	30.13	27.57	30.13	21.81	23.71	27.75	31.55	22.78	26.79
11	30.41	27.83	30.41	22.07	23.99	28.01	31.81	23.05	27.06
12	30.67	28.09	30.67	22.34	24.25	28.28	32.08	23.31	27.33
13	30.93	28.37	30.93	22.60	24.51	28.55	32.34	23.58	27.59
14	31.19	28.63	31.19	22.87	24.77	28.81	32.61	23.84	27.85
15	31.47	28.89	31.47	23.13	25.05	29.07	32.87	24.11	28.13
16	31.73	29.15	31.73	23.40	25.31	29.34	33.14	24.37	28.39
17	31.99	29.43	31.99	23.66	25.57	29.61	33.40	24.64	28.65
18	32.25	29.69	32.25	23.93	25.83	29.87	33.67	24.90	28.91
19	32.53	29.95	32.53	24.20	26.11	30.13	33.94	25.17	29.19
20	32.79	30.22	32.79	24.46	26.37	30.41	34.20	25.44	29.45
21	33.05	30.49	33.05	24.72	26.63	30.67	34.46	25.70	29.71
22	33.32	30.75	33.32	24.99	26.90	30.93	34.73	25.96	29.97
23	33.59	31.01	33.59	25.26	27.17	31.19	35.00	26.23	30.25
24	33.85	31.28	33.85	25.52	27.43	31.47	35.26	26.50	30.51
25	34.11	31.55	34.11	25.78	27.69	31.73	35.52	26.76	30.77
26	34.38	31.81	34.38	26.06	27.96	31.99	35.79	27.02	31.04
27	34.65	32.08	34.65	26.32	28.23	32.25	36.06	27.30	31.31
28	34.91	32.34	34.91	26.58	28.49	32.53	36.32	27.56	31.57
29	35.17	32.61	35.17	26.84	28.76	32.79	36.58	27.82	31.83
30	35.44	32.87	35.44	27.12	29.02	33.05	36.86	28.08	32.10

WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

FOR:

MN School Employees' Association Representative

_____

Sarah Dixon , Vice Steward

_____

Denise Stefan , Chief Steward

_____

MSEA Negotiator

_____

Date

FOR:

Independent School District #118 Exclusive

_____

Marc Ruyak, School Board Chairperson

_____

Linda Knox, School Board Clerk

_____

Date

MASTER AGREEMENT

July 1, 2026 – June 30, 2028

between Independent School District #118

and the

Minnesota Schools Employees Association
Northland Community Schools Unit

DRAFT

ISD #118 does not discriminate on the basis of race, color, national origin, sex, disability, age, sexual orientation, familial status, religion, creed, gender, marital status, genetic information, or receipt of public assistance in admission, access to, or treatment or employment in its programs and activities.

Table of Contents

ARTICLE I: Purpose 3

ARTICLE II: Recognition of Exclusive Representative 3

ARTICLE III: Definitions 3

ARTICLE IV: School District Rights 4

ARTICLE V: Employees' Rights 4

ARTICLE VI: Rates of Pay 6

ARTICLE VII: Group Insurance 8

ARTICLE VIII: Leaves of Absence 10

ARTICLE IX: Hours of Service and Duty Year 15

ARTICLE X: Holidays 18

ARTICLE XI: Vacations 19

ARTICLE XII: Discipline, Discharge, and Probationary Period 20

ARTICLE XIII: Grievance Procedure 23

ARTICLE XIV: Extra Compensation 26

ARTICLE XV: MISCELLANEOUS 26

ARTICLE XVI: Duration 27

APPENDIX A SCHEDULE AB 2026-2027 ~~2024-2026~~ 2**Error! Bookmark not defined.**APPENDIX A SCHEDULE B 2027-2028~~2026-2028~~ **Error! Bookmark not defined.**

DRAFT

ARTICLE I: Purpose

Parties: This Agreement is entered into between Independent School District #118, Remer, Minnesota, hereinafter referred to as the School District, and the Minnesota School Employees Association, (MSEA), hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for paraprofessionals, para/driver, bus drivers, bookkeeper, cooks, custodians, mechanics, and clerical employees during the duration of this Agreement.

ARTICLE II: Recognition of Exclusive Representative

SECTION 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Minnesota School Employees' Association, as the exclusive representative for paraprofessionals, para/driver, bus drivers, bookkeeper, cooks, custodians, mechanics, and clerical employees employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all employees of the School District contained in the appropriate unit as defined in ARTICLE III, SECTION 2 and the P.E.L.R.A. and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

SECTION 3. Unit Stewards: The exclusive representative shall provide the School District with the name of the stewards and secretary by October 1 each year.

ARTICLE III: Definitions

SECTION 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

SECTION 2. Description of Appropriate Unit: All members of the appropriate unit of the School District, not required to be licensed by the State of Minnesota, who are public employees within the meaning of the P.E.L.R.A., excluding supervisory and confidential employees are members of the bargaining unit.

SECTION 3. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

SECTION 4. Health Care Savings Plan (HCSP): In 2001 The Minnesota State Retirement System (MSRS) was granted authority to offer a post-employment health care savings plan, (HCSP), Minnesota Statute §352.98 (2001 Supp).

SECTION 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

DRAFT

ARTICLE IV: School District Rights

SECTION 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. School Board Responsibilities: The exclusive representative recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

SECTION 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

SECTION 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: Employees' Rights

SECTION 1. Employee Rights: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication or a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. Dues Check off. Payroll Deductions. Pursuant to Minn. Stat. $179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

DRAFT

Subd 2. MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a semi-monthly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

SECTION 3. Access to Financial Information: The School District shall provide, at the written request of the exclusive representative, access to School District financial information, budgets, and such other information necessary for collective bargaining purposes.

SECTION 4. Personnel Files: Employees, upon written request to the supervisor having custody of the files, have the right to review the content of their own personnel files and evaluations. Employees shall have the right to reproduce any of the contents of their own files. Employees shall have the right to submit for inclusion in their own files written information in response to any material in the files, and such information shall become a part of the files.

SECTION 5. Access to School District Facilities for Exclusive Representative Business: The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business with the written approval of the building administrator. Employees shall not conduct exclusive representative business during duty hours without the express written prior consent of the Superintendent.

SECTION 6. New Employee Meeting. Access will be allowed according to MN Statute 179A.07 Subd.9.

SECTION 7. Access to School District Facilities for Exclusive Representative Business: The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business with the written approval of the building administrator. Employees shall not conduct exclusive representative business during duty hours without the express written prior consent of the Superintendent.

DRAFT

ARTICLE VI: Rates of Pay

SECTION 1. Rates of Pay:

Subd. 1. Wages and Classifications: The wages and classifications reflected in SCHEDULE A and SCHEDULE B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2026 to June 30, 2028.

Subd. 2. Salary Schedules: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to their current rate until a successor Agreement is entered into. When a successor Agreement is entered into, compensation shall be retroactive to July 1.

SECTION 2. Occupational Injury Pay: Employees who are forced to leave their jobs because of occupational injury will receive pay for all hours scheduled to work on that day of injury or accident.

SECTION 3. Beginning Salary: Previous related work experience and special training may be given additional steps that affect the beginning salary, but a new employee may not exceed Step 10 of pay in any given classification without mutual agreement between the Union and the District.

SECTION 4. Boiler and Building Check Pay: Any employee required to perform a boiler check outside of his/her normal workday shall be paid a minimum of two hours of pay. If other work, such as snow removal, has to be done during the check, the time will run concurrently.

SECTION 5. Call-in Pay: Any employee called by his/her supervisor for work outside the normal work day shall be paid a minimum of 2 hours and the School Board approved mileage rate for a round trip from home to work and back. This section shall not apply to situations directly related to late starts and/or early dismissal.

SECTION 6. Demotions: If a demotion requires an employee to transfer to a job with a lower band and grade, the employee shall be frozen at the employee's rate of pay prior to the demotion for a period of twelve months or until the employee's schedule placement catches up, whichever occurs first. This section shall not apply to any demotions resulting from any disciplinary action.

SECTION 7. Salary Schedules: SCHEDULE A and SCHEDULE B reflect the agreements made for hourly wages.

SECTION 8. Call Back: Minimum Callback for In-Service: Employees called in for in-service training shall be paid for a minimum of two (2) hours.

SECTION 9. Shift Differential: Employees working janitorial shifts starting after 2:00 P.M. Monday through Friday or for any shift on a Saturday, Sunday or holiday shall receive an additional fifty ~~thirty-five cents~~ (50~~35~~¢) per hour. Shift differential shall not apply to boiler and building checks that are two hours or less.

SECTION 10. Para II Stipend: Paraprofessionals who are working in positions under the Para II sub classification shall receive a wage rate of 110% of his/her paraprofessional rate of pay for all hours paid.

SECTION 11. Custodial employees with a class 1 licensure will receive an additional fifty ~~thirty-five~~

DRAFT

(50~~35~~¢) cents per hour.
per hour.

SECTION 12: Class III Drivers will receive an additional fifty ~~thirty-five~~ (50~~35~~¢ per hour for driving hours.

SECTION 13: Extra Hours, Summer School, or After School Program Employment Opportunities; Seniority & Posting: Extra Hours, Summer School or after school program employment opportunities will first be offered, to qualified employees in order of seniority, to the qualified staff working at the building or work location during the regular school term for Summer School or regular day for after school programs. Positions not filled through this process will be offered first to those qualified staff who worked the Summer School or after school program opportunity the previous school year if that staff member exhibited success in working with the program. Any remaining unfilled positions will be posted and the program/building supervisor may exercise discretion in selection of staff.

If the District, due to a student's IEP and/or medical recommendation, requests the same paraprofessional for the summer school session as the student had for the regular school year, the District shall meet and confer with the Union field representative or local with leadership. If the paraprofessional is willing to accept the summer assignment, the unit leadership shall have the authority to grant a waiver of the seniority provision for the summer session.

SECTION 14: Paraprofessionals will receive an additional fifty cents (50₡) per hour when assigned by administration to a classroom with no teacher or shared teacher

Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight
Formatted: Highlight

DRAFT

ARTICLE VII: Group Insurance

SECTION 1. Selection of Carrier: The selection of the group insurance carriers and policy shall be made by the School District as provided by law.

SECTION 2.

Subd 1. Health and Hospitalization Insurance Premium Contributions: The School District shall contribute for health and hospitalization. During the ~~2024-2028~~2026-27 contract years, the District will offer a Cafeteria (125) plan and will contribute up to $13,700 ~~$13,500~~ per year towards family health insurance only, or $8,200~~$8000~~ per year toward individual health insurance. During the 2027-2028 contract years, the District will contribute up to $13,900 per year towards family health insurance only, or $8,400 per year towards individual health insurance.

This contribution ~~which~~ may be utilized toward the combined cost of any of the following: The premium for coverage for each regular employee employed by the school district that qualifies for and is enrolled in the School District group health and hospitalization plan;

- The premium for a Basic Life Insurance Policy ($50,000);
- The premium for Supplemental Life Insurance up to $50,000 (this would be taxable);
- The premium for any other District group supplemental insurance plans approved as pre tax options;
- Employees shall be paid 50% of any remaining funds after purchasing insurance up to a maximum of $2,850. Employees electing not to purchase insurance shall be paid $2,850 per year. This payment shall be taxable.

Any additional cost of the premiums selected is to be borne by the employee and paid by payroll deduction.

Subd. 2 Dental Insurance: During the 2026-2028 ~~2024-26~~ contract years, the District will contribute up to $45 per month towards the premium for dental insurance.

Subd. 3: Selection of Provided Policies: An employee has the option to select coverage under the School District group policy.

Subd. 4. Allowance for Husband and Wife: When two employees are married and are both employed by the School District, each shall be allowed the insurance contribution as stated in ARTICLE VII,

Subd. 5. For employees electing the District's HSA plan, a contribution of $1000 will be made into the employee's HSA account for the ~~2024-25~~2026-2027 and the ~~2026-2028~~2027-2028 school years.

SECTION 3. Long Term Disability Insurance (LTD): The School District shall contribute a sum not to exceed $12.00 per month toward the school districts LTD policy for all employees covered by this Agreement.

SECTION 4. Employee Assistance Program (EAP): The School District shall pay the full cost toward the school district's EAP policy for all employees covered by this Agreement and their eligible family members.

SECTION 5. Claims Against the School District: The School District's only obligation is to provide a group policy (or to allow an employee to purchase individual health insurance policies) and to pay such amounts as agreed to in this Agreement. The School District's obligations are strictly administrative, and, under no circumstances, shall a claim be made against the School District as a result of a denial of insurance benefits by any insurance carrier.

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

DRAFT

SECTION 6. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

SECTION 7. Eligibility: Benefits provided in this article shall be available according to the following criteria:

1. Employees hired before May 1, 2014 shall be eligible for the contributions listed in Article VII, Section 2.

2. Employees hired after May 1, 2014, who are employed 20 or more hours per week including bus drivers, shall be eligible for the contributions listed in Article VII, Section 2.

SECTION 8. Reduction in Hours Protection: Employees who are reduced in hours through no fault of their own shall suffer no reduction in insurance benefits for the duration of the balance of the employment contract period in the current fiscal year, provided the insurance carrier allows.

DRAFT

ARTICLE VIII: Leaves of Absence

SECTION 1. Sick Leave/Earned Sick and Safety Leave. As applicable to MN Statutes 181.9445, 181-9446, 181.9447, 181.9448.

Formatted: Not Highlight

Subd. 1. Annual Allowance: An employee shall earn sick leave at the rate of 1 2/3 days for each month of service in the employ of the School District credited to the employee's sick leave bank each month. New employees shall receive a sick leave advance of 4 months credited to their sick leave bank upon hire. Beginning on the new hire's fifth month of service, they shall earn sick leave on a monthly basis at the rate established as applicable to Minnesota State or Federal Statute or mandate.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 110 days of sick leave per employee for 12 month employees and 90 days for less than 12 month employees.

The maximum credit of days shall be resolved after June 30 of each contract year. Thirty-five percent (35%)~~Twenty-five percent(25%)~~ of any hours earned under Section 1 above in excess of the 110 or 90 days an employee is eligible to accumulate as of June 30 shall be deducted and deposited into a HCSP in the employee's name. The rate of pay shall be the rate the employee was earning as of June 30 of that contract year and deposited into an HCSP by August 1 of the same calendar year. (Example: If an employee who could accumulate 90 days of sick leave started contract year 1 with 80 days already accumulated on July 1 and did not use any additional days earned each month throughout the contract year, this employee would have 95 days accumulated on June 30 of contract year 1. Thirty-five percent of the 5 days in excess at this employee's rate of pay as of June 30 of contract year 1 would be deposited into a HCSP in the employee's name. This employee would start contract year 2 out with 90 days of sick leave accumulation.)

Formatted: Highlight

Formatted: Highlight

Subd. 3. Eligibility: Sick leave with pay shall be allowed when the employee's absence is found to have been due to his/her illness or disability, which prevented his/her attendance and performance of duties on that day or days. Such days are to be deducted from accrued sick leave or as applicable by Minnesota State or Federal Statute or mandate.

Subd. 4. Illness of Family Members: An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child ("child means an individual under 18 years of age or an individual under age 20 who is still attending secondary school), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury or as applicable by Minnesota State or Federal Statute or mandate. Such days are to be deducted from sick leave.

Subd. 5. Proof of Illness: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or as applicable by Minnesota State or Federal Statute or mandate, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Authorization for Payment: Sick leave pay shall be approved only upon submission of a request upon the authorized digital time clock system.

Subd. 7. Wellness Incentive:

DRAFT

1. Employees whose annual use of sick leave is less than 3 days will receive a wellness incentive according to the following schedule.

~~2.~~ Upon the end of the fiscal year (June 30), an amount equal to the current wage for the classification the employee was currently holding will be deposited in the HCSP program ~~or 403(b)~~

~~3.~~2. Eight hours of the employee's current rate will be deposited for each incentive day earned for all classifications except drivers. Drivers will have 4 hours of their current rate of pay for each incentive day earned.

Number of Sick Leave Days Used	Number of Incentive Days Earned
Zero (0) days	3 days
One (1) days	2 days
Two (2) days	1 day
Three (3) or more days	0 days

Section 2. Minnesota Paid Leave for Individuals and Families; Beginning January 1, 2028, leave will be allowed as applicable to Minnesota State Statutes and or mandates that may apply to this section.

SECTION 3. Workers' Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, said salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

SECTION 4. Personal Leave: Employees shall be allotted 3 personal leave days (prorated based on the employee's regularly scheduled work day), non-accumulative, per school year, July 1 through June 30. Requests for approval of personal leave must be made in writing to the Superintendent or his/her designated representative at least 3 days in advance.

No more than 3 employees shall be granted personal leave on the same day. Substitutes must be available for all who are on leave. In the event that more than 3 requests are received for the same date, the leave shall be granted based upon the order in which the requests are received. The order in which the requests are received is determined by the date and time placed on the request by the Superintendent or his/her designee.

Employees shall be paid for any unused personal days at the end of the school year at the hourly rate paid to substitutes.

SECTION 5. Bereavement: Up to 3 days of leave per occurrence shall be allowed, the days to be deducted from sick leave, for death in the employee's immediate family. "Immediate family" is defined as the employee's spouse, child, parent, mother-in-law, father-in-law, grandparents, brother, sister, aunt, uncle, cohabitating adults and those adult's' children, or other relatives living in the household of the employee. The specific amount of leave allowed is subject to the discretion of the Superintendent or as provided by law ~~depending on the circumstances.~~ Denial of such leave shall not be subject to the grievance procedure.

DRAFT

SECTION 6. Emergency Leave:

Subd. 1. Eligibility: An employee may be granted a leave at the discretion his/her immediate supervisor of up to 2 days per year, non-accumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to outside the employees workday or for an unscheduled school closing and which are not covered under other provisions of this Agreement. At the discretion of the Superintendent, more than 2 days of emergency leave may be granted. All emergency days are to be deducted from sick leave.

Subd. 2. Application: Requests for emergency leave must be made in writing to the employee's immediate supervisor at least 3 days in advance whenever possible or prior to the processing of payroll for that pay period in the event of an unscheduled school closing. The request shall state the reason for the proposed leave. The immediate supervisor reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. Emergency leaves must have prior, written approval whenever possible.

Subd. 3. Authorization: An emergency leave day shall not be granted for the day preceding or the day following holidays or vacations or the first and last days of the school year, unless it is a request due to an unscheduled school closing. The Superintendent may allow 1 of these days to be granted due to extenuating circumstances, but denial of such leave shall not be subject to the grievance procedure.

SECTION 7. Medical Leave:

Subd. 1. Eligibility: A medical leave of absence may be granted to an employee who meets either of the following qualifications:

1. Has completed his/her probationary period and;
2. Is unable to perform his/her duties because of illness and injury, and
3. Has exhausted all sick leave credit, OR
4. Has become eligible for LTD compensation.

This leave is without pay and may be up to 6 months. This leave may be renewed at the discretion of the School Board.

Subd. 2. Application: A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume his/her normal responsibilities.

Subd. 3. Insurance Coverage: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. Failure to pay the premium in advance may result in the cancellation of the policy by the insurance company.

Subd. 4. Effect on Accrued Time: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she has accrued at the time he went on leave. No credit shall accrue from the period of time that an employee was on unpaid leave.

SECTION 8. Well Childcare/Adoption Leave:

DRAFT

Subd. 1. Application for Leave: A well childcare/adoption leave may be granted by the School Board, subject to the provisions of this section, to 1 parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Notice: An employee making application for well childcare/adoption leave must inform the Superintendent in writing of his/her intention to take the leave at least 3 calendar months before commencement of the intended leave.

Subd. 3. Use of Sick Leave: An employee shall not be eligible for sick leave during the period of time covered by a childcare/adoption leave.

Subd. 4. Substitute Availability: The availability of a substitute may also be considered by the School District in determining the beginning or the duration of the leave.

Subd. 5. Commencement and Duration: In making a determination concerning the commencement and duration of a well childcare/adoption leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.

2. Permit the employee to return to his or her employment prior to the date designated in the request for well childcare/adoption leave.

Subd. 6. Reinstatement: An employee returning from well childcare/adoption leave shall be reemployed in a position for which he or she is classified unless previously discharged or laid off.

Subd. 7. Termination: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 8. Probationary Period: The parties agree that periods of time for which the employee is on well childcare/adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Retention of Rights: An employee who returns from well childcare/adoption leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for well childcare/adoption leave.

Subd. 10. Insurance Participation: An employee on well childcare/adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the well childcare/adoption leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section, subject to COBRA requirements.

Subd. 11. Pay: Leave under this section shall be without pay or fringe benefits unless required by state or federal statute.

SECTION 9. Jury Service Leave: Jury service will be administered pursuant to Minnesota statutes. An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to

DRAFT

discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

SECTION 10. Exclusive Representative Leave: A leave of absence, without pay, may be granted for a reasonable length of time to officers or appointed representatives of the exclusive representative to attend meetings of the exclusive representative. All requests for such leave must be submitted to the Superintendent, in writing, at least 3 days in advance. No more than 4 officers may utilize this leave on the same day.

SECTION 11. Eligibility:

Subd. 1. Eligibility: Leave benefits provided in this article shall apply only to employees who are included in the bargaining unit.

Subd. 2. Absences Not Covered by Leave: Any person requesting to be absent from work for a reason not covered by leave provisions of this agreement must have such request approved by the superintendent in writing prior to seeking a substitute. However, denials may be appealed to the School Board at the next regularly scheduled school board meeting. The Board's decision is final. All such leaves may be denied and are not subject to the grievance provision.

SECTION 12. Reassignment of Management Paraprofessionals: Management paraprofessionals are employed based on a need for services for individual students. The amount of needed service is found in the particular IEPs. Management paraprofessionals are assigned working hours tied to the individual students they serve. When the student and/or students are absent from school and services are not needed; therefore, the management paraprofessional's working hours may be reduced.

Subd. 1. One-to-One Assignments: When a management paraprofessional is providing 1-to-1 services to a student, if the student is absent the management paraprofessional will be reassigned duties for up to 2 days for each accumulative occurrence of absence of the assigned student.

Any management paraprofessional who has no one to provide services to due to student absences exceeding 2 consecutive days will be placed on a first call substitute list. Seniority will determine the order of substituting.

If a student requiring a 1-to-1 management paraprofessional leaves the School District permanently, the management paraprofessional assigned to the student will not work until reassigned based on seniority among management paraprofessionals. Reassignment will occur following the end of the next full pay cycle during which time the management paraprofessional will not work.

Subd. 2. Serving Multiple Students: In a situation where a management paraprofessional is assigned to multiple students and a student assigned to that management paraprofessional leaves the School District permanently, his/her work schedule will be adjusted prior to the end of the next full pay cycle during which time management paraprofessional may be re-assigned or laid off.

Subd. 3. Listed by Name: A management paraprofessional who is listed by name in an IEP as the serving paraprofessional will not have his/her assignment changed due to the leaving of other students served by other management paraprofessionals until change of school years. However, the School District and exclusive representative must meet and negotiate before a listing by name applies.

Subd. 4. Communication: The School District Central Office needs to be informed when such

DRAFT

changes occur. Changes must be noted on the timecards. If a reassigned management paraprofessional is assigned to work as a substitute, his/her name must be listed on the "Leave of Absence Form" for the employee for whom the management paraprofessional is substituting.

Subd. 5. Alternative work when no Paraprofessional Work is Available:

1. School District Food Service Supervisor and the School District Custodial Supervisor update work available daily to the assigned clerical paraprofessional who is charged with finding substitutes.

2. The clerical paraprofessional prepares a spreadsheet of all custodial and food services paraprofessional and secretarial absences each morning.

3. The clerical paraprofessional emails the updated spreadsheet to building secretaries.

4. The management paraprofessional is given a copy of available openings and must indicate in writing if he/she does not wish to take openings and, if not, leaves work and is not paid for the absence.

5. The management paraprofessional must document on his/her timecard the employee for whom he/she substituted, and the time will be charged to that department.

DRAFT

ARTICLE IX: Hours of Service and Duty Year

SECTION 1. A Full-Time Employee is:

Subd. 1. Regular Work Week: A regular work week shall consist of a maximum of 40 hours, or a minimum of 20 hours, exclusive of lunch.

Subd. 2. Bus Drivers: A full-time bus driver is one who is contracted to drive a regular route for the school year. The normal day for a bus driver is to transport the students to and from school. A bus driver's daily schedule is based on a total of 4 hours, inclusive of inspection time.

SECTION 2. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis as long as doing so does not affect the regular work week of employees covered by this Agreement.

SECTION 3. Shifts and Starting Times: All employees will be assigned starting time and shifts by the School District.

SECTION 4. Lunch Periods/ Rest Breaks: Employees working more than 5 consecutive hours per day-shall be provided an unpaid-duty free lunch period of at least 30 minutes. Employees shall receive the following lunch periods and rest breaks:
3-5 work hours - 15 minute break
5+ - 6 work hours - 30 minute duty free/unpaid lunch period
6+ work hours – 30 minute duty free/unpaid lunch period plus 15 minute break
8+ work hours - 30 minute duty free/unpaid lunch period plus two 15 minute breaks

Formatted: Font color: Auto

SECTION 5. School Closing: In the event that school closes for (e.g. weather related closing, other emergency closing, etc.)employees will have the following options made available to them:

a. work remotely as assigned by the District

b. take the day unpaid

c. take sick or personal time

d. make up the time as mutually agreed between the employee and their building supervisor or administrator

SECTION 6. E-Learning Days: When the School District declares an e-learning day, school is in session. Employees will receive the full wages and benefits for scheduled work hours according to MN Statute 120A.414

If an employee reports to work prior to school being closed he/she will be paid a minimum of 2 hours. The previous options may be used for the remaining lost time.

SECTION 7. Shortened Workday: In the event of a late start or an early out, employees shall be given the opportunity to make up any missed hours. Any employee choosing to make up missed hours will consult with their supervisor regarding the scheduling of this make up time. An employee who is denied the opportunity to schedule make up hours, by their supervisor, may appeal the issue to the Superintendent. The Superintendent's decision will be final. These added hours cannot be added to a full week in order to be paid as overtime.

DRAFT

SECTION 8. Overtime: Time and a half shall be paid for all hours worked over 40 hours in any work week. In the event of an emergency that occurs on a holiday, employees required to work will receive their regular rate of pay in addition to their pay for the holiday.

To work overtime that is not part of an employee's regular schedule, the employee must have prior, written approval from the employee's immediate supervisor. If prior, written approval is not possible, the immediate supervisor's written approval must be obtained prior to the completion of the current pay period.

Employees, who work beyond their regular daily schedule on any day, shall not be required to take time off later in the work week because of such extra work.

DRAFT

ARTICLE X: Holidays

SECTION 1. Paid Holidays:

Subd. 1.. Paid Holidays for Twelve-Month, Full-Time Employees: Employees shall be granted the following paid holidays:
Labor Day Thanksgiving Day Friday following Thanksgiving Christmas Eve Day Christmas Day New Year's Day Good Friday *Memorial Day *Juneteenth *July 4th

*Pay for Memorial Day, Juneteenth, and July 4th will only be allowed if scheduled work days extend over the particular paid holiday.

Subd. 2. Paid Holidays for Less Than 12 Month and 20 Hours or More Per Week Employees: Employees working less than 12 months and 20 hours or more per week shall be granted the following paid holidays:
Labor Day Thanksgiving Day Friday following Thanksgiving Christmas Eve Day Christmas Day New Year's Day Memorial Day Good Friday *Juneteenth

Paid holidays will be prorated based on the employee's normal work day. For example, an employee who normally works 4 hours per day will receive 4 hours pay for each holiday while an employee normally working 6 hours per day will receive 6 hours pay for each holiday.

*Pay for Juneteenth will only be allowed if scheduled work days extend over the particular paid holiday.

Subd. 3. Paid Holidays for Less Than 20 Hours Per Week Employees: Employees working less than 12 months and less than 20 hours per week shall be granted the following paid holidays:
Labor Day Christmas Eve Day Christmas Day Good Friday Memorial Day *Juneteenth

Paid holidays will be prorated based on the employee's normal work day. For example, an employee who normally works 4 hours per day will receive 4 hours pay for each holiday while an employee normally working 6 hours per day will receive 6 hours pay for each holiday.

*Pay for Juneteenth will only be allowed if scheduled work days extend over the particular paid holiday.

SECTION 2. Weekends: Holidays that fall on weekends shall be observed on a day established by the School District.

SECTION 3. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday which falls within an employee's vacation period, shall not be counted as a vacation day.

SECTION 4. Application: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused leave or vacation. Eligible employees shall receive Labor Day as a paid holiday provided they work the Tuesday following Labor Day and Memorial Day if they work the day before Memorial Day.

DRAFT

ARTICLE XI: Vacations

Formatted: Highlight

SECTION 1. Eligibility: This article shall apply only to employees who are regularly employed on a 12-month basis and 40-hour week.

SECTION 2. Earned Vacations: Full-time, 12-month employees under these provisions shall accrue and use vacation ~~in the same year~~ as follows:

Years of Service	Accrual Rate per Month
~~Less than 1 (one) year~~	~~0 days how much do they earn as of July 1*?~~
0-8~~1-8~~	1 day
9-15	1.25 days
16-30	1.667 days
31+ years	2.0834 days

Formatted Table

Earned vacations can only be used after completing a full year of service. Use of vacation time may start upon the anniversary date of employment. The 18-month period of time in which the vacation days are to be used is the 18 months from the anniversary date of the employee each year.

SECTION 3. Unused Vacation and Scheduling:

Subd. 1. Resignation: An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least 2 weeks' advance written notice of his/her resignation time.

Subd. 2. Scheduling: The scheduling of all vacation shall be determined by the employee's immediate supervisor.

Subd. 3. Unused Vacation Days: An employee may choose to be paid for up to 3 days of unused vacation time instead of using the vacation days. Unused days, over 3 days and up to 5 days, will be placed in the employee's HCSP.

DRAFT

ARTICLE XII: Discipline, Discharge, and Probationary Period

SECTION 1. Probationary Period: An employee shall serve a probationary period of 1 calendar year of continuous service during which time the School Board shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Master Agreement alleged to have been violated. A new employee shall not be considered a permanent employee until the employee has served this 1 calendar year probationary period. Subsequent to that period, the employee shall attain permanent status and may be discharged only for just cause.

SECTION 2. Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively depending on the severity of the incident. Disciplinary action may be taken against an employee for just cause.

The School Board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the School Board or their designee may include the following 5 steps:

A. oral reprimand
B. written reprimand
C. suspension with pay
D. suspension without pay
E. discharge

The School District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

SECTION 3. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have a representative of the exclusive representative present. When possible, the School District will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

SECTION 4. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes are relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the School District which shall be conducted after advance notice to the employee and his/her representative who shall be permitted to attend the conference.

SECTION 5. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel file. Investigations into conduct, which do not result in disciplinary action, however, shall not be entered into the employee's personnel file. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel file.

SECTION 6. Probationary Period Change of Classification: In addition to the initial probationary period, an

DRAFT

employee transferred or promoted to a different classification shall serve a new probationary period of 90 working days in any such new classification. If during this 90-day probationary period, the School District is not satisfied with the job being done in the new classification, the employee will be returned to the old classification with no loss of seniority in that classification.

SECTION 7. Unpaid Leaves and Probationary Period: Periods of absences for unpaid leaves taken under ARTICLE VIII, SECTION 2, and SECTION 7, or absences exceeding allotted sick leave will not count as part of the probationary period. The probationary period will be lengthened to equal those absences unless otherwise required by law.

SECTION 8. Seniority Date: Employees shall acquire seniority upon completion of the probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of hire. If more than 1 employee is hired on the same date, seniority ranking for such employees shall be determined by the order of hire.

SECTION 9. Job Posting: Job openings in any classification covered by this Agreement will be posted in all buildings in the School District for a period of 5 days. The School District determines what position is to be posted after an employee submits his/her resignation or leaves employment for other reasons. This allows for managerial transfers of employees prior to position posting. Employees interested in the positions must advise the School District in writing within the posting period. A permanent job opening is a vacancy in a position scheduled that provides enough hours for unit inclusion. Permanent job openings shall be filled within 40 days from the last day of the job-posting period.

SECTION 10. Job Posting Copies: Copies of all job posting shall be provided to the chief steward(s).

SECTION 11. Reduction in Force: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of 15 months after the date of layoff. The employee must be fully qualified for the position to be recalled. Fully qualified means the person must meet all current federal and/or state qualifications for the position, even if qualifications for the position have changed since the date of lay off. The School District determines the actual date of recall. No job opening shall exist within the district if someone from that job classification is on layoff.

SECTION 12. Notifying the School District of a Change of Address: An employee on lay off must advise the School District of any change in address which occurs during his/her period of recall.

SECTION 13. Seniority List: A seniority list will be made up by the School District and posted once a year. When the seniority list is posted, an employee shall have 15 working days to request a correction on the list.

SECTION 14. Loss of Seniority and Related Benefits: Employees who are terminated during their initial probationary period, resign, retire, are discharged for just cause, or fail to return to work following the completion of a leave of absence, or fail to respond to a recall notice within 16 calendar days while on layoff shall lose their seniority rights, longevity pay, and other related benefits.

SECTION 15. Job Classifications: Employees may be reassigned within their classification whenever employee absences create the need for reassignment.

DRAFT

1. Instructional Paraprofessional
    a. Paraprofessional II
        i. Computer Technician Assistant
        ii. High School Library and Online Learning Assistant
        ~~ii.~~iii. Little Sand Learning Center Program Coordinator
2. Clerical Paraprofessional
3. Management Paraprofessional
    i. Paraprofessional/Driver
4. Baker
5. Cooks I & II
6. Kitchen Helper
7. Custodian
8. Secretary
9. Bookkeeper II
10. Mechanic II
11. Bus Driver (including Special Education Bus Driver)
12. Payroll Clerk
13. Groundskeeper
14. Cleaner
15. Lead Custodian
16. District Computer Tech
17. Indian Education Paraprofessional
18. Health Paraprofessional

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

DRAFT

ARTICLE XIII: Grievance Procedure

SECTION 1. Grievance Procedure: A "grievance" shall mean an allegation by an employee or group of employees resulting in a dispute or disagreement between the employee or group of employees, as filed by the exclusive representative, and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

SECTION 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

SECTION 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to "days" regarding time periods in this procedure shall refer to all weekdays not designated as holidays by this contract or state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail or if it has been faxed or personally served within the time period. The counting of the timeline begins the day after the employee, the employee's representative, or School District receives notice.

SECTION 4. Time Limitations: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the principal(s) or building administrator setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

SECTION 5. An Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussion, the principal(s) or building administrator shall give a written decision on the grievance to the parties involved within 5 days after receipt of the written grievance.

Subd. 2. Level II - Superintendent: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the

DRAFT

Superintendent or his/her designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 7 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III - School Board: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance at the next regular School Board meeting after receipt of the appeal. Within 10 days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Grievance Mediation: Either party may request grievance mediation at any time by sending a written request to the BMS and by sending a copy of such requests to the other party.

SECTION 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next level.

SECTION 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

Subd. 1. Submission to Arbitration: The grievant may submit to arbitration any grievance which has been properly processed through Level III of the grievance procedure. The exclusive representative must file with the Superintendent a written notice of intention to arbitrate not more than 12 days after the written decision of the grievance at Level III. Arbitration proceedings shall be conducted according to labor arbitration rules.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: The School District and employee or employee's representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the employee or employee's representative are unable to agree on an arbitrator, they may request from the Commissioner of the BMS, a list of 5 names. The list maintained by the Commissioner shall be made up of qualified arbitrators who have submitted an application to the Commissioner. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 4. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited, to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction

DRAFT

and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 5. Decision: The decision of the arbitrator shall be final and binding on all parties to the dispute. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the BMS.

Subd. 6. Extension of Time Limits: The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure.

Subd. 7. Employee Participation: Employees shall not lose wages due to their necessary participation in grievance hearing held locally during the working hours. No reprisals of any kind will be taken by the School District against any employee because of his/her participation in this grievance procedure.

DRAFT

ARTICLE XIV: Extra Compensation

SECTION 1. 403(b)

Subd. 1. Eligibility. Pursuant to the provisions of M.S. 123B.02, Subd. 15 and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee.

Subd. 2. Amount of School District Contribution:
403(b) – Beginning January 1, 2019 members of the Minnesota Schools Employees Association Northland Community Schools Unit shall be eligible to participate in this plan and receive matching contributions from the District, according to the following schedule:

Credited Years of Service in the District	Maximum Annual Matching Contribution	Minimum Employee Contribution
Less than 1 (one) year	$100	$100
1-9	$350	$350
10+	$600	$600

In recognition of continuous service to the District, employees will receive the annual longevity bonus listed below. Longevity will be paid annually by June 30.

Years of Service to the District.	**Longevity Bonus**
20-24 Years.	$500
25-29 Years.	$750
30+ Years.	$1,000

ARTICLE XV: Miscellaneous

SECTION 1. Boiler License Fee: The School District shall pay the cost of a boiler license fee when the School District requires the custodian to maintain a boiler license as a requirement for his or her job. A custodian who is hired without the qualification of possessing a "Special Class Boiler License" will obtain a Special Class boiler license within 30 workdays of employment and will obtain a "Second Class Boiler License" within 28-months. The School District shall pay only the actual cost of the boiler license fee. The district agrees to pay only once for training time, testing materials, testing time, and exam for each license level required.

SECTION 2. Para Pro Test: The School District shall pay the test fee for the Para Pro Test for currently employed paraprofessionals. The district will pay the fee only once for any paraprofessional. If the district becomes a Title I School Wide project, the School District shall pay the test fee for the Para Pro Test.

SECTION 3: Extra Trips

Subd. 1. POSTING: All extra trips sponsored by the School District shall be posted.

Subd. 2. SIGN-UP: Regular drivers who want to drive posted trips can sign up for posted trips.

Subd. 3. ASSIGNMENTS: The senior driver with the least accumulated trip hours shall have the trip.

DRAFT

However, the transportation supervisor may reschedule the driver in the event that special circumstances arise. In the event no driver signs up by the deadline, the transportation supervisor has the authority to fill the trip by any means necessary.

ARTICLE XVI: Duration

SECTION 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026~~2024~~ through June 30, ~~2028~~, 2028 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Formatted: Font color: Auto

SECTION 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior agreements, resolutions, and practices, and School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term of this Agreement.

SECTION 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any such provisions thereof~~thereo~~

Formatted: Font color: Auto

DRAFT

APPENDIX A
SCHEDULE A
2026-2027

Step	Para	Para II	Baker	Cooks I&II	Kitchen Helper	Custodian	Cleaner	Grounds Keeper
1	16.90	18.54	21.98	16.86	14.90	16.90	16.11	15.31
2	17.17	18.80	22.23	17.13	15.17	17.17	16.37	15.57
3	17.43	19.05	22.50	17.38	15.43	17.43	16.63	15.83
4	17.68	19.32	22.76	17.64	15.68	17.68	16.88	16.09
5	17.94	19.58	23.01	17.90	15.94	17.94	17.15	16.35
6	18.20	19.83	23.27	18.16	16.21	18.20	17.40	16.61
7	18.46	20.09	23.53	18.42	16.46	18.46	17.66	16.86
8	18.72	20.36	23.79	18.68	16.72	18.72	17.92	17.13
9	18.97	20.61	24.05	18.93	16.97	18.97	18.18	17.38
10	19.24	20.87	24.30	19.20	17.24	19.24	18.44	17.64
11	19.50	21.13	24.57	19.45	17.50	19.50	18.70	17.90
12	19.75	21.39	24.83	19.71	17.75	19.75	18.95	18.16
13	20.01	21.65	25.08	19.97	18.01	20.01	19.22	18.42
14	20.27	21.90	25.34	20.23	18.28	20.27	19.48	18.68
15	20.53	22.16	25.60	20.49	18.53	20.53	19.73	18.93
16	20.79	22.43	25.86	20.75	18.79	20.79	19.99	19.20
17	21.04	22.68	26.12	21.00	19.04	21.04	20.25	19.45
18	21.31	22.94	26.37	21.27	19.31	21.31	20.51	19.71
19	21.57	23.20	26.64	21.53	19.57	21.57	20.77	19.97
20	21.82	23.46	26.90	21.78	19.82	21.82	21.02	20.23
21	22.08	23.72	27.15	22.04	20.08	22.08	21.29	20.49
22	22.35	23.97	27.41	22.30	20.35	22.35	21.55	20.75
23	22.60	24.23	27.68	22.56	20.60	22.60	21.80	21.00
24	22.86	24.50	27.93	22.82	20.86	22.86	22.06	21.27
25	23.11	24.75	28.19	23.07	21.12	23.11	22.32	21.53
26	23.38	25.01	28.44	23.34	21.38	23.38	22.58	21.78
27	23.64	25.27	28.71	23.60	21.64	23.64	22.84	22.04
28	23.89	25.53	28.97	23.85	21.89	23.89	23.09	22.30
29	24.15	25.79	29.22	24.11	22.15	24.15	23.36	22.56
30	24.42	26.05	29.48	24.37	22.42	24.42	23.62	22.82

2026-2027 Continued

Step	Mechanic	Mechanic II	Bus Driver	Secretary	Payroll	Book keeper	Book keeper II	Lead Custodian	Dist. Comp. Tech
1	27.07	0.00	27.07	18.94	20.81	24.74	28.44	19.90	23.81
2	27.33	0.00	27.33	19.21	21.06	25.00	28.71	20.15	24.07
3	27.59	0.00	27.59	19.46	21.33	25.26	28.97	20.42	24.33
4	27.85	0.00	27.85	19.72	21.59	25.52	29.22	20.67	24.59
5	28.11	0.00	28.11	19.98	21.84	25.78	29.48	20.93	24.85
6	28.36	0.00	28.36	20.24	22.10	26.04	29.75	21.19	25.10
7	28.63	0.00	28.63	20.50	22.37	26.29	30.00	21.45	25.37
8	28.88	0.00	28.88	20.76	22.62	26.56	30.26	21.71	25.63
9	29.14	0.00	29.14	21.01	22.88	26.81	30.51	21.97	25.88
10	29.40	26.90	29.40	21.28	23.13	27.07	30.78	22.22	26.14
11	29.66	27.15	29.66	21.54	23.40	27.33	31.04	22.49	26.40
12	29.92	27.41	29.92	21.79	23.66	27.59	31.29	22.74	26.66
13	30.18	27.68	30.18	22.05	23.91	27.85	31.55	23.00	26.92
14	30.43	27.93	30.43	22.31	24.17	28.11	31.82	23.26	27.17
15	30.70	28.19	30.70	22.57	24.44	28.36	32.07	23.52	27.44
16	30.96	28.44	30.96	22.83	24.69	28.63	32.33	23.78	27.70
17	31.21	28.71	31.21	23.08	24.95	28.88	32.58	24.04	27.95
18	31.47	28.97	31.47	23.35	25.20	29.14	32.85	24.29	28.21
19	31.73	29.22	31.73	23.61	25.47	29.40	33.11	24.56	28.47
20	31.99	29.48	31.99	23.86	25.73	29.66	33.36	24.82	28.73
21	32.25	29.75	32.25	24.12	25.98	29.92	33.62	25.07	28.99
22	32.50	30.00	32.50	24.38	26.24	30.18	33.89	25.33	29.24
23	32.77	30.26	32.77	24.64	26.51	30.43	34.14	25.59	29.51
24	33.03	30.51	33.03	24.90	26.76	30.70	34.40	25.85	29.77
25	33.28	30.78	33.28	25.15	27.02	30.96	34.66	26.11	30.02
26	33.54	31.04	33.54	25.42	27.28	31.21	34.92	26.36	30.28
27	33.80	31.29	33.80	25.68	27.54	31.47	35.18	26.63	30.55
28	34.06	31.55	34.06	25.93	27.80	31.73	35.43	26.89	30.80
29	34.32	31.82	34.32	26.19	28.05	31.99	35.69	27.14	31.06
30	34.57	32.07	34.57	26.46	28.31	32.25	35.96	27.40	31.31

DRAFT

APPENDIX A
SCHEDULE B
2027-2028

Step	Para	Para II	Baker	Cooks I&II	Kitchen Helper	Custodian	Cleaner	Grounds Keeper
1	17.32	19.01	22.53	17.28	15.28	17.32	16.52	15.70
2	17.60	19.27	22.79	17.56	15.55	17.60	16.78	15.96
3	17.86	19.53	23.06	17.82	15.81	17.86	17.04	16.22
4	18.12	19.80	23.32	18.08	16.07	18.12	17.30	16.49
5	18.39	20.07	23.59	18.34	16.34	18.39	17.58	16.76
6	18.66	20.33	23.85	18.62	16.61	18.66	17.84	17.02
7	18.92	20.59	24.12	18.88	16.87	18.92	18.10	17.28
8	19.18	20.87	24.39	19.14	17.14	19.18	18.36	17.56
9	19.45	21.13	24.65	19.41	17.40	19.45	18.64	17.82
10	19.72	21.39	24.91	19.68	17.67	19.72	18.90	18.08
11	19.98	21.65	25.18	19.94	17.93	19.98	19.16	18.34
12	20.25	21.93	25.45	20.20	18.20	20.25	19.43	18.62
13	20.51	22.19	25.71	20.47	18.46	20.51	19.70	18.88
14	20.78	22.45	25.97	20.74	18.73	20.78	19.96	19.14
15	21.04	22.71	26.24	21.00	19.00	21.04	20.22	19.41
16	21.31	22.99	26.51	21.26	19.26	21.31	20.49	19.68
17	21.57	23.25	26.77	21.53	19.52	21.57	20.76	19.94
18	21.84	23.51	27.03	21.80	19.79	21.84	21.02	20.20
19	22.11	23.78	27.31	22.06	20.06	22.11	21.29	20.47
20	22.37	24.05	27.57	22.33	20.32	22.37	21.55	20.74
21	22.63	24.31	27.83	22.59	20.58	22.63	21.82	21.00
22	22.90	24.57	28.09	22.86	20.85	22.90	22.08	21.26
23	23.17	24.84	28.37	23.12	21.12	23.17	22.35	21.53
24	23.43	25.11	28.63	23.39	21.38	23.43	22.61	21.80
25	23.69	25.37	28.89	23.65	21.64	23.69	22.88	22.06
26	23.96	25.64	29.15	23.92	21.92	23.96	23.15	22.33
27	24.23	25.90	29.43	24.19	22.18	24.23	23.41	22.59
28	24.49	26.17	29.69	24.45	22.44	24.49	23.67	22.86
29	24.75	26.43	29.95	24.71	22.70	24.75	23.94	23.12
30	25.03	26.70	30.22	24.98	22.98	25.03	24.21	23.39

DRAFT

2027-2028 Continued

Step	Mechanic	Mechanic II	Bus Driver	Secretary	Payroll	Book keeper	Book keeper II	Lead Custodian	Dist. Comp. Tech
1	27.75	0.00	27.75	19.42	21.33	25.36	29.15	20.39	24.41
2	28.01	0.00	28.01	19.69	21.59	25.62	29.43	20.66	24.67
3	28.28	0.00	28.28	19.95	21.86	25.89	29.69	20.93	24.94
4	28.55	0.00	28.55	20.21	22.13	26.16	29.95	21.19	25.20
5	28.81	0.00	28.81	20.48	22.39	26.42	30.22	21.45	25.47
6	29.07	0.00	29.07	20.75	22.65	26.69	30.49	21.72	25.73
7	29.34	0.00	29.34	21.01	22.92	26.95	30.75	21.99	26.00
8	29.61	0.00	29.61	21.28	23.19	27.22	31.01	22.25	26.27
9	29.87	0.00	29.87	21.54	23.45	27.48	31.28	22.51	26.53
10	30.13	27.57	30.13	21.81	23.71	27.75	31.55	22.78	26.79
11	30.41	27.83	30.41	22.07	23.99	28.01	31.81	23.05	27.06
12	30.67	28.09	30.67	22.34	24.25	28.28	32.08	23.31	27.33
13	30.93	28.37	30.93	22.60	24.51	28.55	32.34	23.58	27.59
14	31.19	28.63	31.19	22.87	24.77	28.81	32.61	23.84	27.85
15	31.47	28.89	31.47	23.13	25.05	29.07	32.87	24.11	28.13
16	31.73	29.15	31.73	23.40	25.31	29.34	33.14	24.37	28.39
17	31.99	29.43	31.99	23.66	25.57	29.61	33.40	24.64	28.65
18	32.25	29.69	32.25	23.93	25.83	29.87	33.67	24.90	28.91
19	32.53	29.95	32.53	24.20	26.11	30.13	33.94	25.17	29.19
20	32.79	30.22	32.79	24.46	26.37	30.41	34.20	25.44	29.45
21	33.05	30.49	33.05	24.72	26.63	30.67	34.46	25.70	29.71
22	33.32	30.75	33.32	24.99	26.90	30.93	34.73	25.96	29.97
23	33.59	31.01	33.59	25.26	27.17	31.19	35.00	26.23	30.25
24	33.85	31.28	33.85	25.52	27.43	31.47	35.26	26.50	30.51
25	34.11	31.55	34.11	25.78	27.69	31.73	35.52	26.76	30.77
26	34.38	31.81	34.38	26.06	27.96	31.99	35.79	27.02	31.04
27	34.65	32.08	34.65	26.32	28.23	32.25	36.06	27.30	31.31
28	34.91	32.34	34.91	26.58	28.49	32.53	36.32	27.56	31.57
29	35.17	32.61	35.17	26.84	28.76	32.79	36.58	27.82	31.83
30	35.44	32.87	35.44	27.12	29.02	33.05	36.86	28.08	32.10

DRAFT

WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

FOR:	FOR:
MN School Employees' Association Representative	Independent School District #118 Exclusive
_____	_____
Sarah Dixon ~~Carla Hopkins~~, Vice Steward	Marc Ruyak, School Board Chairperson
_____	_____
Denise Stefan ~~Lori Sizenbach~~, Chief Steward	Linda Knox, School Board Clerk
_____	
MSEA Negotiator	
_____	_____
Date	Date

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

DRAFT

2026-2027

Mentor-Mentee Program Handbook

ISD #118

Northland Community Schools



Eagle Pride School Wide!

Mentor-Mentee List
2026-2027

Mentee	Mentor
Stephaney Williamson-HS Sped	Raina Boucher
Alison Glade-Science	Sarah Valtinson
Nick Valtinson- Soc. Studies -2nd	Mike Horn
Danica Geving-PreK -2nd	Kelly Riewer
Baylie Cummings–JH sped	Karlys Gries
Aylie Troyna - JH Sped	Stacey McKinney
Wendy Gray - Title one	Carol Procopio

Y2 Year 2 of 3-year program
Y3 Year 3 of 3-year program

Mission Statement

Northland Community Schools recognizes the need to attract and retain qualified professionals to provide its students with the best possible education.

The mentorship program is established to assist new teachers and licensed staff in the district in developing skills that help them become more effective and successful in their first years, as well as to understand the Northland Instruction Model.

The primary objective of the Northland Mentorship Program is to facilitate professional growth and development by utilizing experienced educators to guide and support those new to the profession or in a new assignment. Ultimately, this will result in success for the students of Northland Community Schools.

District Mentorship Goals

1) Attract, maintain, and retain high-quality teachers in the profession.
2) Develop a teacher induction program that promotes personal and professional growth to enhance teaching and provide students in District 118 with practical learning experiences.
3) Identify the varying needs of participants at the primary, intermediate, and high school levels.
4) Establish a program that links the theory of teaching to the practice of teaching.
5) Develop a program that benefits not only mentees but also the mentor.
6) Orient mentees to the overall district goals and norms.
7) Generate an up-to-date list of resources for teachers' use.

Mentor Responsibilities

1) Encourage the professional growth of your mentee through participation in the mentorship program.
2) Participate in mentorship training offered by the district.
3) Schedule and complete an Observation of the mentee and be observed by the mentee.
4) Meet regularly with your mentee to provide them with perspective when needed.
5) Assist your mentee in setting goals, planning activities to achieve those goals, and evaluating progress on those goals mid-year and at the end of the year.
6) Attend meetings/workshops scheduled by the principal or mentor coordinator.
7) Experience career rejuvenation and professional growth while serving as a role model.
8) Experience personal satisfaction from helping to contribute to the improvement of the teaching profession.
9) Arrange observations of other teachers.

Mentee Responsibilities

1) Work toward becoming a professional and highly competent teacher through participation in the mentorship program.
2) Participate in mentorship training offered in the district.
3) Meet regularly with your mentor to discuss progress, issues, concerns, and needs.
4) Develop a trusting relationship with an advocate who supports, guides, and provides encouragement.
5) Work with your mentor to set goals, plan activities to meet those goals, and evaluate your progress mid-year and at the end of the year.
6) Be observe and observe your mentor.
7) Attend meetings/workshops scheduled by the principal.
8) Gain self-esteem, competence, and personal satisfaction as an educator in a non-threatening setting.

Increase instructional effectiveness through peer observation, collaboration, and coaching.

Characteristics of Mentors-Mentees

APPROACHABLE
WILLING TO LISTEN
SINCERE
CONFIDENTIAL
STRONG COMMUNICATOR
WILLING TO SPEND TIME
ENTHUSIASTIC
ACCEPTING
COMPETENT
TRUSTWORTHY
RESPECTED BY COLLEAGUES
WILLING TO WORK HARD
EMPATHETIC
POSITIVE
CONFIDENT
COMMITTED TO PROGRESS
OPEN
VALUE REAL WORLD LEARNING
TACTFUL
COOPERATIVE
FLEXIBLE
LIFE LONG LEARNER
HONEST AND FAIR

Who do you call or email?

Your mentor or:

You are having trouble with your computer, phone, website, or copiers
Lori Sizenbach
lsizenbach@isd118.org

You are not sure or need help with your paycheck, paystub, direct deposit or withholdings, or benefits, or you need to turn in an expense reimbursement, invoice, or receipt
Julie Erpelding - Payroll and Benefits, ext. 32105
jerpelding@isd118.org

You need help with requisitions/purchase orders, district credit card purchases, lane credits, and building keys/key FOBs
Tina Anderson, ext. 32076
tanderson@isd118.org

You need help with or have questions anything pertaining to PreK-5
Elementary principal Janessa Green
jgreen@isd118.org

and superintendent Mark Morrison or Interim Activities Director, Stacey Johnson shared with Hill City

mmorrison@isd118.org

You need help with or have questions about anything pertaining to High School
High School Principal Mary Yakibchuk
myakibchuck@isd118.org

Infinite Campus:
Laura Flood
lflood@isd118.org

You have compensation questions:
Julie E and Abbie Newman or Carol Procopio: union representatives
cprocopio@isd118.org

When does my teaching license expire?
https://mn.gov/pelsb
Click the link: License lookup
Mike Horn

Do I have any personal leave left?
Mentor
OR look for yourself in “Absence Management”

Union Questions Abbie Newman or Carol Procopio or Education Minnesota:
1-800-652-9073

Monthly Meeting Guide 1st year

September:

- Introductions
- Review Mentor Handbook
- Prepare the mentee for initial parent contact, PIE conferences K-5
  And IEP information
- Discuss the use of paraprofessionals & support staff
- Review computer grade books/voicemail
- Begin to develop a collegial relationship
- Schedule weekly meetings

Focus: Relationships and Establish Rules and Procedures

October:

- Continue familiarization with the curriculum
- Cultivate a sense of belonging in your classroom.
- Review a student's cumulative file
- Introduce teaching best practices/strategies
  Marzano Framework
  Resources on i-observation
- Set professional goals for the year

Focus: Physical Layout of the Classroom

November:

- Explain Parent-Teacher conferences
- Discuss midterm report procedures
- Discuss report card procedures

Focus: Providing Scales and Rubrics

December:

- Discuss pre-referrals (STAT)
- Discuss Legal Issues
  (Harassment, Corporal punishment, Data privacy, Mandated Reporting, Truancy)
- Formal Observation Process

Focus: Tracking Student Progress

January:

- Review progress on the goal
- Review best practices/Marzano Framework
- End of Semester 1

Focus: Celebrate Success

February:

- Celebrate professional successes
- Review ALICE /safety
- Classroom management check-in

Focus: Native culture and program

March:

Budget Packets & ordering for the next school year
Graduation Standards Implementation
Focus: Building Relationships with families

April:

Explain end-of-the-year procedures
Review of the year's progress
Celebrate success
Focus: Building quality assessments based on power standards.

Parent-Teacher Conferences: Helpful Hints for Teachers

Prepare yourself before the conference

Outline the key points you want to discuss with each parent. Gather materials.

Be flexible.

Encourage parents to begin the discussion.

Be Positive.

Welcome, parents. Thank them for coming to the conference. Talk about the child's strengths. Show interest in the child. Talk about the good things you see in the child. Show curiosity and want to help. Talk about progress.

Begin where the parents are.

Help them feel relaxed and comfortable. Encourage them to talk. Find out what they like about their child and what their concerns are. Think and talk developmentally.

Ask leading questions

Facilitate conversation by asking questions that require more than a "yes" or "no" answer. Some leading questions might be: "What does he do when…?" What does she say about…?" "How do you feel about…?" "What do you do when…?" Listen. Do not interrupt to say what you have done. Be an attentive listener.

Be a good observer

Notice what the parent says and what they do not say. Be aware of body tension, hesitation, and excitability.

Make comments and thoughts.

Speak simply and sincerely. Use your comments to reassure, encourage, or carefully direct parents to relevant matters. Avoid education jargon. Be tactful but honest. Remember that you may be wrong. Carefully consider their point of view.

Answer personal questions

Be frank, brief, and truthful within your boundaries. Then try to redirect the conversation back to the parent or child.

End the conversation with a summary.

Repeat the ideas discussed. Try to highlight both one strength and one "growth-needed" area.

Good Relationships take time.

Working with parents is a process. It takes time to develop rapport and trust. Don't try to do everything in one meeting.

Maintain ethical standards

Maintain confidentiality. Discussions about students other than their parents' own are not appropriate. Be aware of mandatory reporting issues. Be familiar with and give attention to data privacy.

What Parents Want To Know

His/her child's academic progress in classroom subjects. What do you take into account in deciding grades?

Is my child doing as well as she/he should in school? Is he working up to his ability?

In what ways is my child working/ not working up to your expectations?

In what ways does my child contribute positively to the class?

What group is he/she in and why? (Ability grouping needs to be explained) Can my child move to another group if needed?

What books are being used? Show and explain why.

Is my child finishing the work assigned in class?

How much time should be spent on homework each day?

What are the consequences of incomplete or late homework?

How is homework graded?

How does he/she get along with other students or adults?

How well does my child pay attention in class?

What are the consequences for his/her behavior?

What does my child need to work on most?

His/her response to rules in school. Does he/she obey you?

Does he/she respect the rights and property of others?

Have you noticed signs of initiative, originality, or responsibility in the classroom?

What do you expect from me as a parent with a child in your class?

Mentor/Mentee Meeting Log

August

Date	Meeting Time	Topics Discussed

September

Date	Meeting Time	Topics Discussed

October

Date	Meeting Time	Topics Discussed

November

Date	Meeting Time	Topics Discussed

December

Date	Meeting Time	Topics Discussed

January

Date	Meeting Time	Topics Discussed

February

Date	Meeting Time	Topics Discussed

March

Date	Meeting Time	Topics Discussed

April

Date	Meeting Time	Topics Discussed

May

Date	Meeting Time	Topics Discussed

Northland Community Schools Teacher Induction Program

The Northland Community Schools Teacher Induction Program's purpose is multi-faceted and comprehensive in scope. NCS boasts a unique learning environment, complemented by a structured set of procedures and processes designed to promote staff development, enhance student achievement, and foster a positive school climate. The purpose of the NCS Teacher Induction Program is to bring teachers up to speed on NCS policies and procedures while supporting new teacher development through pairing new teachers with mentors. This pairing enables professional development, facilitates environmental acclimation, and encourages professional reflection pertinent to classroom teaching.

The goals of the NCS Teacher Induction Program are multiple in number but comprehensive in scope:

A) Improve instructional practices and educator self-care
B) Enhance student achievement
C) Align with school and district improvement priorities,
D) Retain teachers in the district and the profession
E) Make professional learning a career-long process

Through facilitating the goals mentioned above, the NCS Teacher Induction Program aims to support our teachers as they continually develop skills in their respective skill sets, meet and exceed school and district priorities, and, most importantly, do what is best for children by granting them access to the best quality teachers possible.

Intended Outcomes

This program is designed to support various aspects of teaching and learning, including teacher development, student achievement, and fostering strong, trusting staff relationships to promote a positive school climate. Some expected outcomes of this program are as follows:

A) Raising teacher retention from year to year
B) Improving teacher satisfaction through creating robust teacher support systems
C) Supporting and facilitating continual teacher development
D) Increasing both teacher and student achievement

Through achieving these outcomes, NCS can more equitably offer students access to high-quality instruction and enable teachers to become leaders in our profession.

Leadership and Administration

The mentor coordinator and the administration team will select program mentors. To adequately prepare coaches to coach new teachers, coaches will be trained in instructional coaching according to the principles of Marzano's Art and Science of Teaching.

Teacher coaches will team with one or two new staff members per year to help facilitate both new employee professional goals and the Ten design areas within three categories of teaching that form a road map for teacher lessons and unit planning of the Marzano Art and Science of Teaching Framework:

A) Year 1: Understand the Northland model of Instruction and set yearly goals.
B) Year 2 has looked at all 43 categories and set yearly and 5-year goals
C) Year 3: Working on professional development to refine teaching and learning skills

Teacher coaches(Mentor) will try to meet with the mentee once/week to discuss personal goal progress in years one and two, in addition to once/month with all other coaches and mentees to discuss overarching topics relating to school acclimation and program questions. In addition, mentors will use the 3 Feedback, Content, and Context framework while *observing* mentees and providing constructive feedback up to three times in the first year of the program.

Teacher coaches (mentors) and mentees will be paid a rate of ~~$489.00~~ $509.00/year to facilitate the coaching/induction process upon completion of each year.

Collaboration

PBIS will work to assign teachers in the Teacher Induction Program a "teacher buddy" to help resolve logistical, procedural, and technical issues related to basic operating procedures and day-to-day tasks.

Coaches and mentees will meet as needed outside of scheduled school hours to facilitate the coaching process. Meeting formats will follow the format outlined in the Teacher Induction Coaching Calendar and the Marzano Art and Science of Teaching Framework.

All coaches and mentees will meet monthly to discuss general concerns regarding building acclimation or ask questions about professional development, teaching practices, or building processes.

Support of Site Administrators

Building administrators will support the Teacher Induction Program by addressing concerns raised by the program coordinator, teacher coaches, or other building administrators. They will also meet periodically with the program coordinator to assess program fidelity, identify any issues, and discuss program successes. Building

administrators will also focus on day-to-day duties, including, but not limited to, Infinite Campus, completing forms, and classroom administrative tasks.

Context

Program coaches will work with mentees to discuss topics related to how Northland High School, Pre-K, Little Sand Learning Center, and Remer Elementary differ, how staff members collaborate between buildings and at the district level, and how school initiatives work at each school.

Provisions of Schedule/Structured Time (Calendar)

Year One/Year Two:

Cohort One: Focused on Marzano design questions 6, 1, 5, 7, & 8.

Cohort Two: Focused on Marzano design questions 2, 3, 4, & 9.

Cohort Three: Focused on district initiatives and individual development.

Professional Development

Building professional development will be planned and organized using the Marzano Model. Therefore, building professional development opportunities will align with the coaching aspect of the Induction Program and mentees' yearly professional development goals.

Individual Follow-up

Mentees will meet with coaches regularly, as well as monthly with all other coaches and new teachers, throughout the first year of employment. In years two and three, the program will see coaches and mentors meeting quarterly and on an "as-needed" basis.

Feedback to Beginning Teachers

New teachers will receive feedback through coach observation, coach meeting opportunities, monthly group meetings, and administrator observations. This feedback may be shared with the building administrator for consideration during the formal evaluation of the Teacher Induction program, rather than for individual teachers.

Evaluation

Mentors and mentees will provide reflective summaries of the value of the Teacher Induction Program by May 15th of each school year, while they are in the induction program.

Northland Community Schools

Instructional Model | 2026-2027

Categories of Instruction	Instructional Design Areas
Feedback	**Providing and Communicating Clear Learning Goals**
	Assessment
Content	**Direct Instruction Lessons**
	Practicing and Deepening Lessons
	Knowledge Application Lessons
	Strategies That Appear in All Types of Lessons
Context	**Engagement**
	Rules and Procedures
	Relationships
	Communicating High Expectations

Feedback	Content	Context
Providing and Communicating Clear Learning Goals 1. Providing scales and rubrics 2. Tracking student progress 3. Celebrating success **Using Assessments** 4. Using informal assessments of the whole class 5. Using formal assessments of individual students	**Conducting Direct Instruction Lessons** 6. Chunking content 7. Processing content 8. Recording and representing content **Conducting Practice and Deepening Lessons** 9. Using structured practice sessions 10. Examining similarities and differences 11. Examining errors in reasoning **Conducting Knowledge Application Lessons** 12. Engaging students in cognitively complex tasks 13. Providing resources and guidance 14. Generating and defending claims **Using Strategies That Appear in All Types of Lessons** 15. Previewing strategies 16. Highlighting critical information 17. Reviewing content 18. Revising knowledge 19. Reflecting on learning 20. Assigning purposeful homework 21. Elaborating on information 22. Organizing students to interact	**Using Engagement Strategies** 23. Noticing and reacting when students are not engaged 24. Increasing response rates 25. Using physical movement 26. Maintaining a lively pace 27. Demonstrating intensity and enthusiasm 28. Presenting unusual information 29. Using friendly controversy 30. Using academic games 31. Providing opportunities for students to talk about themselves 32. Motivating and inspiring students **Implementing Rules and Procedures** 33. Establishing rules and procedures 34. Organizing the physical layout of the classroom 35. Demonstrating withitness 36. Acknowledging adherence to rules and procedures 37. Acknowledging lack of adherence to rules and procedures **Building Relationships** 38. Using verbal and nonverbal behaviors that indicate affection for students 39. Understanding students' backgrounds and interests 40. Displaying objectivity and control **Communicating High Expectations** 41. Demonstrating value and respect for each learner 42. Asking in-depth questions of each learner 43. Probing incorrect answers with each learner

AVID: 6-12 grade





WICOR Core Strategies

Think About It: How are you currently using WICOR® with your students?

Overview | Writing | Inquiry | Collaboration | Organization | Reading

WICOR (writing, inquiry, collaboration, organization, reading) . . .

- Is an integrated approach involving both teachers and students.
- Places students at the center of instruction and empowers them to take ownership of their thinking and learning.

WICOR-based instruction . . .

- Transforms the teaching and learning environment so that students are actively engaged with content through productive struggle, cognitive wrestling, and critical thinking.
- Is characterized by the integration of multiple elements of **WICOR** into each lesson, lesson segment, or activity.



GET READY TO LEARN

REVIEW WHAT YOU KNOW

OPEN YOUR MIND

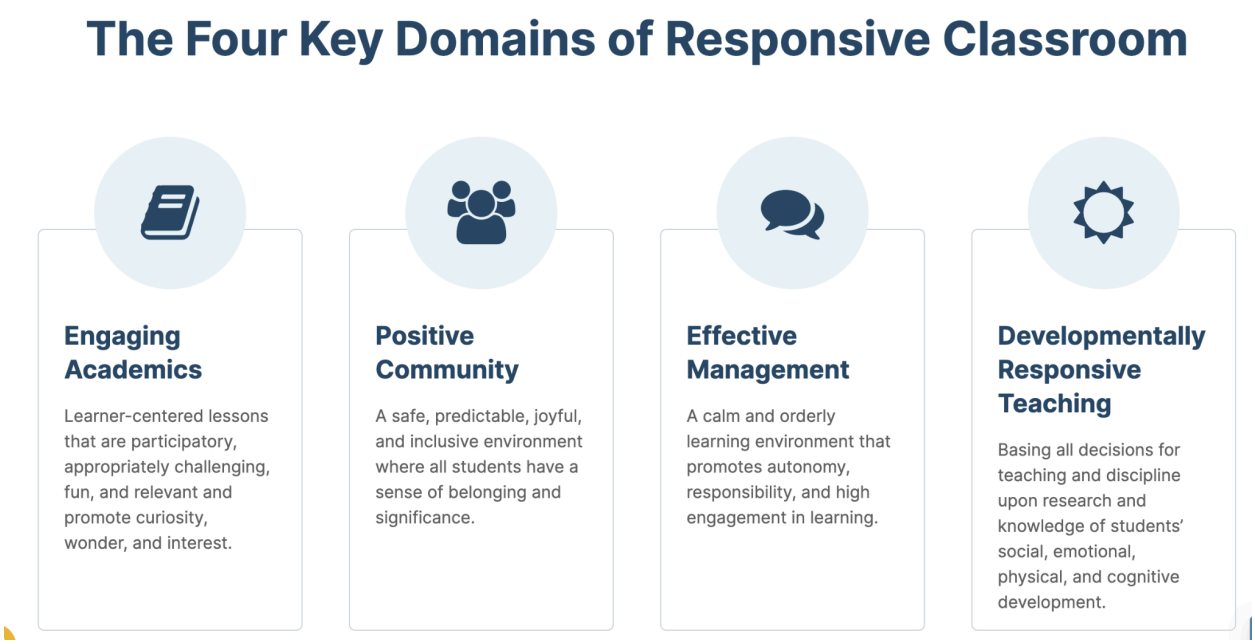
WONDER AND ASK



Responsive classroom pre-K to 8th Grade:

Responsive Classroom **is an evidence-based approach to teaching and discipline that focuses on engaging academics, positive community, effective management, and developmental awareness. Our professional development, books and resources help elementary and middle school educators to create safe, joyful, and engaging classrooms and school communities where students develop strong social and academic skills and every student can thrive.**

What is Responsive Classroom?



Marzano's Art and Science of Teaching

Instruction
Prescriptive model of instruction across disciplines and age groups

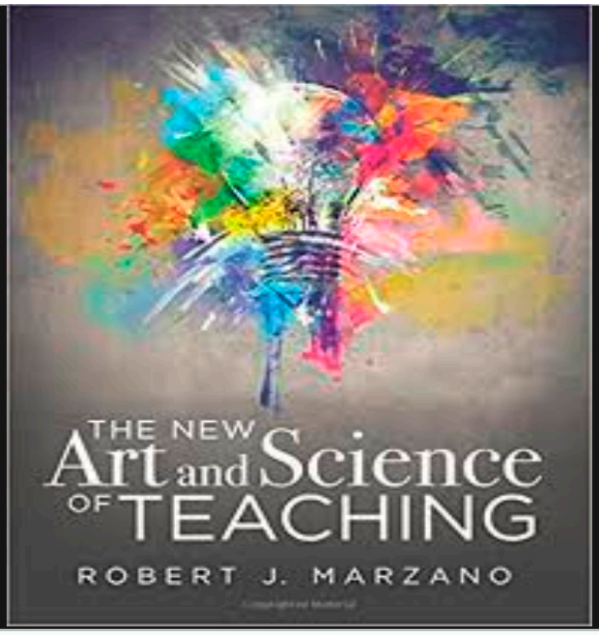
Teacher Development
Support the development of teacher ability to follow this model though mentorship and observation

Best Practices
Committed as a staff and district to use research-based best practices

Growth
Committed to growth.

Marzano

NCS is a Marzano, **"High Reliability School"** and we use the Marzano Framework and Elements of Effective Practice to guide our instruction and evaluations.



Instruction

Learning Target
Every hour of the day (every lesson segment) begins with a learning goal/target

Engagement
Continuous monitoring of students engagement, and learning



Teaching Map
Teachers plan lessons according to this order:



1. What **standard** am I teaching?
2. What **assessments** (formative and summative) will I use to assure student understanding of content?
3. What **content** will I use for instruction?
4. What **activities** will I plan to do with students?
5. How will I **develop rigor** with instruction and assessment for students?

Organized, Safe Learning Environment

Routine
Students thrive in safe and predictable environments

Explicitly Teach
Students need to be explicitly taught classroom expectations, routines and procedures

Ownership
Students need to be involved in the process of developing classroom routines and procedures

Engagement

- Students who are engaged are more likely to do what you want them to do, and less likely to do what you don't want them to do!
- Engaged students are actively learning, exploring your lesson objective.
- ACTIVE vs PASSIVE engagement, passive engagement and un-engaged look a lot alike!
- Think of as many ways as possible to actively engaged ALL learners, throughout the lesson.

Monitoring for Learning

Formative Assessment
Deliberate, planned, and enacted minute by minute

Summative Assessment
Provide evidence of student understanding of standards

Student Accountability
Every student able to answer every question, every time.

W

Wait Time

Delaying a few strategic seconds after you finish asking a question and before you ask a student to begin answering it.

C

Cold Call

Calling on students to answer questions at random, and not based on who volunteers to participate.

N

No Opt Out

Get a student to answer by getting the answer from another student (or supply it yourself) and have the first student repeat the answer.

T

Think, Pair, Share

Give students 30-60 seconds to think, turn to partner to talk about thinking, share with the class.

LEECH LAKE BAND OF OJIBWE
PROFESSIONAL SERVICES CONTRACT

No._____

This Agreement, made this 9th day of September, between the Leech Lake Band of Ojibwe (hereinafter referred to as The Band) and Northland Community Schools (hereinafter referred to as the Independent Contractor or IDC). This Agreement shall become effective only upon mutual acceptance by both parties.

The Band agrees to pay IDC, as full payment for services to be provided by IDC, a sum of money not to exceed $135,000.

The Band agrees to make payment upon the following basis:

Quarterly payments, invoiced by Northland Community Schools.

It is expressly agreed by both parties that no payments will be considered wages and fringe benefits including but not limited to workers compensation and unemployment will not be provided or paid on behalf of the Independent Contractor. In the event that Independent Contractor fails to perform its obligations under this contract, The Band shall have the option to terminate this contract with Independent Contractor within a responsible time.

The Independent Contractor, in consideration of the payments specified above, agrees to perform the following services within the terms of contract:

September 2026 – June 2027
- Begin daily classes at Northland Community Schools starting September 3, 2026.
- Deliver developmentally appropriate curriculum and activities daily using Creative Curriculum, Second Step, Heggerty, and High Scope for our combined curricula and Teaching Strategies GOLD for our assessment tool.
- Provide breakfast, lunch, and snack daily to enrolled children.
- Record daily attendance and monitor child progress.
- Welcome Leech Lake staff and families to observe classrooms regularly.
- Conduct CEM program/classroom quality checks are conducted twice each year and classrooms receive coaching each month.

PROFESSIONAL SERVICES CONTRACT
PAGE 2

The parties further agree that Northland Community Schools is an Independent Contractor and that The Band shall not exert any control over the responsibility for: (1) employees of the IDC; (2) the debts or purchases of the IDC; (3) the manner or means employed by the IDC in meeting it's obligation under this contract.

Lee Turney of the Early Childhood Division of the Leech Lake Reservation Tribal Council, to hereinafter represent The Band in it's dealings with the IDC. This agent shall have the authority to accept or reject, in whole or in part, the work and/or services specified above. This agent does not have the authority to waive Sovereign Immunity. Only the Tribal Council (The Band) can waive Sovereign Immunity. The Chairman of the Leech Lake Reservation Tribal Council may override the agent's decision on any and all matters.

The parties further agree that:

1. This contract shall not be construed to authorize IDC to incur any expenses or debts on behalf of The Band: and
2. That all information and knowledge pertaining to this contract are the property of The Band and no such information or knowledge shall be divulged to anyone but the designated agent: and
3. That no knowledge or information obtained pursuant to this contract shall be published without prior written authorization of the designated agent: and
4. Any and all work performed by IDC for this contract are the property of The Band: and
5. That IDC shall hold The Band harmless on account of any liabilities arising pursuant to the work and/or services performed under this contract: and
6. That IDC shall abide by all applicable Tribal, Federal and State laws pertaining to the work and/or services to be performed hereunder: and
7. The Leech Lake Band of Ojibwe is a sovereign nation and nothing in this contract is a waiver of The Bands sovereign immunity. The parties recognize that from time to time during the effectiveness of this agreement, disagreements may arise over interpretation of either or both parties responsibilities. In the event disagreements arise, the parties to this agreement will attempt to informally and amicable resolve the dispute. In the event such informal dispute resolution processes are not successful, both parties to this agreement consent to the jurisdiction of the Tribal Court of the Leech Lake Band of Ojibwe. The court will utilize the Secured Transaction Ordinance, and to the extent applicable, Tribal law first, Federal law second and State law third.
8. Upon request of The Band, IDC will provide prior to engagements of contract, a copy of all necessary proof of insurance.
9. In the event that payment(s) for services rendered exceed $600 in one year, The Band will issue a Federal 1099 Informational Return to the IDC and the Internal Revenue Service.



PROFESSIONAL SERVICES CONTRACT
PAGE 3

Both The Band and IDC agree to the above, Contract and the terms and conditions by signing below.

LEECH LAKE RESERVATION TRIBAL COUNCIL (The Band)

Division Director Concurrence	Date
Executive or Deputy Director	Date
Tribal Chairman	Date
Secretary Treasurer	Date
District I Representative	Date
District II Representative	Date
District III Representative	Date
(authorized agent of IDC) print name	(authorized agent of IDC) signature/Date
Address of IDC	(Social Security number or Federal ID No.)

Northland Community Schools, ISD 118
316 Main Street East
Remer, MN 56672
218-566-2351
Fax: 218-566-2053
www.isd118.k12.mn

Mark Morrisson
Superintendent
mmorisson@isd118.org

Janessa Green
Elementary Principal
jgreen@isd118.org

Northland Community Schools Program Proposal to Leech Lake Band of Ojibwe Head Start

Early Learning Services for 2026-2027 School Year

Proposal Overview:

The Northland Community Schools Early Childhood program proposes to provide comprehensive early learning services for 10 Native American children enrolled in Leech Lake Head Start slots in the communities of ISD 118/Northland Community Schools for the 2026-2027 school year. Services will be delivered at Northland Community School, running from September 3, 2026, through June 2, 2027.

The cost per child remains at $13,500, totaling $135,000 for the program year.

Program Goals:

- Deliver culturally responsive, high-quality early childhood education aligned with state and tribal standards.
- Prioritize enrollment of Native American children from the District 118, Northland Community Schools communities.
- Support school readiness through individualized learning plans and family engagement.
- Foster strong partnerships between Northland Community Schools, Leech Lake Band of Ojibwe Head Start, families, and community stakeholders.

Program Timeline and Key Activities:

July – August 2026

- Confirm enrollment and place children in 10 Leech Lake Head Start 4-year-old slots.
- Prioritize Native American applicants from Northland Community Schools communities.
- Conduct outreach and family engagement activities to prepare families for the school year.

August – September 2026

- Host an Open House for all families on September 1, 2026.
- Conduct PIE (Partners in Education) Conferences for all students prior to program start.
- Complete all Minnesota Rule 3 requirements and program enrollment paperwork.

September 2026 – June 2027

- Begin daily classes at Northland Community Schools starting September 3, 2026.

- Deliver developmentally appropriate curriculum and activities daily using Creative Curriculum, Second Step, Heggerty, and High Scope for our combined curricula and Teaching Strategies GOLD for our assessment tool.
- Provide breakfast, lunch, and snack daily to enrolled children.
- Record daily attendance and monitor child progress.
- Welcome Leech Lake staff and families to observe classrooms regularly.
- Conduct CEM program/classroom quality checks are conducted twice each year and classrooms receive coaching each month.

Documentation and Reporting:

Documentation for each enrolled child will be submitted to Leech Lake Band of Ojibwe Head Start on the following schedule:

Date	**Documentation Provided**
October 16, 2026	Student Application, Screening, IEP (if applicable), Health History, Immunization Records, ASQ-SE, and TS Gold Snapshot)
December 18, 2026	Fall Conference Items (TS GOLD Snapshot)
March 12, 2027	Spring Conference Items (TS GOLD Snapshot)
June 4, 2027	TS GOLD Comparative, Hearing & Vision Screening

Budget Summary:

Cost per child: $13,500
Total for 10 children: $135,000

Contact Information:

For questions or further discussion regarding this proposal, please contact:

Janessa Green
Elementary Principal
Northland Community Schools
218-566-2351
jgreen@isd118.org

IASC NEXT CAREER PATHWAYS PROGRAMMING AGREEMENT

(IASC Selling IASC NEXT Career Pathways to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as "**ISD 6070**", and **INDEPENDENT SCHOOL DISTRICTS NO. 118 - NORTHLAND, NO. 002 - HILLCITY, NO. 316 – GREENWAY, NO. 317 – DEER RIVER, NO. 319 – NASHWAUK-KEEWATIN, NO. 698 – FLOODWOOD**, **AND NO 318 - GRAND RAPIDS/BIGFORK** hereinafter referred to as "**DISTRICT**".

.

RECITALS

The parties hereto recite and declare:

A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
C. **DISTRICT** desires and agrees to purchase and obtain Career Pathways services from **ISD 6070**. **ISD 6070** desires and agrees to provide the Career Pathways services to **DISTRICT,** as set forth herein.

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

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2026 and shall continue in full force and effect until the 30th day of June, 2027 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30 unless agreed upon by both parties to separate sooner.

CAREER PATHWAYS SERVICES PROVIDED. ISD 6070 shall provide **DISTRICT** with the Career Pathways leadership and program coordination in partnership with district representatives. Career Pathways leadership will work with local businesses on fiscal partnerships as well as placement partnerships for students in the pathways. Leadership will also provide guidance around work experience placements and/or personnel that may come on board throughout each school year.

PERSONNEL PERFORMING SERVICES.

A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
B. **ISD 6070** agrees and represents that all employees performing services as part of this

agreement possess the credentials required by the State of Minnesota to provide said services.

C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

REQUIRED HOURS OF SERVICES. ISD 6070 shall provide the services identified to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Administration, and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SERVICES. In consideration for providing the services, **DISTRICT** shall compensate **ISD 6070** for costs identified in Appendix A.

RELATIONSHIP OF THE PARTIES.

D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** 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.

E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.

G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.

H. **ISD 6070** 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.

I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.

J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access

to each other's data to the extent necessary to perform services under this agreement.

LIABILITIES AND INDEMNIFICATION.

A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

IASC NEXT CAREER PATHWAYS PROGRAMMING AGREEMENT
SIGNATURE PAGE

DISTRICT: 698 - Floodwood Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

DISTRICT: 118 - Northland Community Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

DISTRICT: 316 - Greenway Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

DISTRICT: 317 - Deer River Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

DISTRICT: 318 - Grand Rapids/Bigfork Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

DISTRICT: 319 - Nashwauk-Keewatin Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

DISTRICT: 002 - Hill City Schools

By_____ By_____

Its_____ Its_____

Date_____ Date_____

ISD #6070, Itasca Area Schools Collaborative:

By_____ By_____

Its_____ Its_____

Date_____ Date_____

APPENDIX A

Cost Breakout for Districts
$125,000

District	Amount
Deer River	$20,000
Floodwood	$10,000
Grand Rapids/Bigfork	$40,000
Greenway	$20,000
Hill City	$10,000
Nashwauk-Keewatin	$15,000
Northland-Remer	$10,000
Total	**$125,000**

Adopted: 1995
Revised: 07/26
Approved:

402 DISABILITY NONDISCRIMINATION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the Superintendent or designee at the District Office. This individual is the school district's appointed ADA/Section 504 coordinator.

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

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

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

Orig. 1995
Adopted: 8/21/97
Revised: 7/26
Approved:

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code, section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least twelve (12) months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations.

While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven (7) calendar days or less) of a covered military member;

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

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

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

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

6. to spend up to fifteen (15) calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage

entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code, section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of twelve (12) work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one (1) or more of the following reasons in accordance with applicable law:

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

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

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

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

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

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

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

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

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

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

   b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a

veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of fifty (50) percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of twelve (12) weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one (1) spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Subparagraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Subparagraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give thirty (30) days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Subparagraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

~~B. Twelve-week Leave under State Law~~

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

B. Twenty-six-week Servicemember Family Military Leave

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

2. During a single 12-month period, an employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends twelve (12) months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of twenty-six (26) weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Subparagraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty (20) percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five (5) weeks before the end of a semester and it is likely the leave will last at least three (3) weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five (5) weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two (2) weeks or if the employee's return from leave would occur during the last two (2) weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three (3) weeks of the semester and the leave will last more than five (5) working days, the school district may require the employee to continue taking

leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

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

Legal References: ~~Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)~~10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

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

Adopted: 01/03

Revised: 05/05/25

Approved:

425 STAFF DEVELOPMENT AND MENTORING

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

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning. This may be carried out by the Staff Development or District Leadership Team.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board will establish a Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.

2. Members of the Staff Development Committee shall be appointed by the school administration. Committee members shall ~~serve a [**two-year term**]~~be reviewed annually. ~~based upon nominations by board members, teachers, and paraprofessionals.~~ The school administration shall appoint replacement members of the Staff Development Committee as ~~soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.~~needed.

~~B. The school board will establish the Site Professional Development Teams.~~

~~1. Members of the Site Professional Development Teams will be appointed by the school administration. Team members shall serve a [**two-year term**] based upon nominations by board members, teachers, and paraprofessionals. The school administration shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.~~

~~2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.~~

III. DUTIES OF THE STAFF DEVELOPMENT COMMITTEE

A. The Staff Development Committee will develop a Staff Development Plan that will be ~~reviewed and subject to approval by~~reported to the school board. ~~[**twice a year**].~~

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes that are consistent with the education outcomes as may be determined periodically by the school board;

2. The means to achieve the Staff Development outcomes;

3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

   a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;

   b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;

   c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

   d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;

   e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;

   f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and

   g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

   a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;

   b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;

   c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;

   d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and

   e. Reinforce national and state standards of effective teaching practice.

6. Staff development activities must:

   a. Focus on the school classroom and research-based strategies that improve student learning;

   b. Provide opportunities for teachers to practice and improve their instructional skills over time;

   c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;

   d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

   e. Align with state and local academic standards;

   f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;

   g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;

   h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and

   i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and post-secondary education, and training options, including career and technical education options.

7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.

8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

C. The Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.

D. The Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board ~~[~~on a quarterly basis~~]~~ the extent to which staff at the site have met the outcomes of the Staff Development Plan.

E. In addition to developing a Staff Development Plan, the Staff Development Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or

experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.

F. The Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Article VII. below.

~~IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM~~

~~A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan [twice a year].~~

~~B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.~~

~~C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Article V. below.~~

~~V.~~IV. STAFF DEVELOPMENT FUNDING

A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two (2) percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.

C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes, section 122A.61.

~~VI.~~V. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

A. On a ~~[~~yearly~~]~~ basis, the Staff Development Committee, with the assistance of the Site

Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan ~~[~~on a quarterly basis~~]~~.

C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:

1. additional stipends as incentives to mentors who are of color or who are American Indian;

2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;

3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or

4. ~~grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.~~professional development focused on ways to close opportunity and achievement gaps for students of color and American Indian students; or

5. for teachers of color and American Indian teachers, graduate courses toward a first master's degree in a field related to their licensure or toward an additional license.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

~~VII.~~VI. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

A. The school district must provide a minimum of eight hours of paid orientation or

professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six (6) of the eight (8) hours must be completed before the first instructional day of the school year or within thirty (30) days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.

B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.

C. For paraprofessionals who provide direct support to students, at least fifty (50) percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.

D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

~~VIII.~~VII. REPORTING

A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's comprehensive achievement and civic readiness report.

1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

2. The report will provide a breakdown of expenditures for:

   a. Curriculum development and curriculum training programs;

   b. Staff development training models, workshops, and conferences; and

   c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

   The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

3. The report will be signed by the superintendent and staff development chair.

B. To the extent the school district receives a grant for mentorship activities described in Paragraph V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)

Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187 (Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7, 7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4, 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References: None

Orig. 1995
Adopted: 7/16/09
Revised: 2/26
Approved:

503 STUDENT ATTENDANCE

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

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

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

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

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the

school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

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

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Reporting Absences/Tardiness

a. Elementary attendance is taken every morning at the elementary level. We record attendance by half days: 8:30am-11:30am and 11:30am-3:00pm.
b. High School attendance is taken every period of the day.
c. Students are expected to be in their assigned learning areas at designated times. Failure to do so constitutes tardiness.
d. A doctor's note will be required for absences that extend beyond three consecutive days or ten total absences due to medical reasons. If a doctor's note is not provided within three days of the request, the absence will be considered unexcused.
e. In all cases, students who arrive late or leave early must sign in or out of the office by the person dropping them off or picking them up.
f. If the school is unsure of who is signing the child out, questions need to be asked of the adult and/or student to verify the legitimacy, ie., child's birthdate, child's middle initial, child telling the school who the adult is, showing an I.D., etc.
g. Students may not be picked up from the classroom but instead must be picked up from the office.

2. Parent/Guardian Reporting

a. Notify the Attendance Office by phone each day that your child is absent, preferably in the morning.

If a parent/guardian does not call, a signed note needs to be presented to the attendance office within two (2) school days after the student's return to school or the absence will remain permanently unexcused.

b. Please contact the Attendance Office at 218-566-2351 by 10:00am, and include the following information in your message:

(1) Your child's first name and spelling of your child's last name.

(2) Date of the absence.

(3) Reason for absence.

(4) A phone number where you can be reached

c. Hold your child accountable for attending classes regularly and following the attendance policy.

d. Limit absences by scheduling appointments, vacations, college visits, etc. on non-school days whenever possible. Sophomores, juniors, and seniors will be allowed two (2) excused absences per year for college visits

3. Excused Absences

a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. **Excused absences will be limited to three (3) days per quarter. Additional days beyond three (3) require approval by building administrator or designee.**

b. The following reasons shall be sufficient to constitute excused absences:

1) Illness (three consecutive days absent will require a doctor's statement upon return to school)
2) Lice (the day the nurse sends the student home and the next day except on Friday.
3) Serious illness in the student's immediate family.
4) A death in the student's immediate family or of a close friend or relative.
5) Medical, dental or orthodontic treatment, or counseling appointment (appointment slip required upon return).
6) Religious Holidays
7) Court appearances occasioned by family or personal action.
8) Physical emergency conditions such as fire, flood, storm, etc.
9) Impassable roads
10) Official school field trip or other school-sponsored outing.
11) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
12) Gatherings of Tradition (pre-approved with homework completed upon return).
13) Family trips (pre-approved with homework completed upon return)

c. Consequences of Excused Absences

1.) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
2.) Work missed because of absence must be made up within three days from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

4. Unexcused Absences

a. Examples of unexcused absences include the following but are not limited to:
   i. Truancy. An absence by a student which was not approved by the parent and/or the school district.
   ii. Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
   iii. Work at home.
   iv. Work at a business, except under a school-sponsored work release program.
   v. Missing the bus
   vi. Babysitting
   vii. Shopping
   viii. Oversleeping
   ix. Failure to follow the proper procedure when leaving the school building
   x. Walking out of class or skipping class
   xi. Arriving to class more than five (5) minutes late
   xii. Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

   i. Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.
   ii. Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
   iii. In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
   iv. Students with unexcused absences shall be subject to discipline in the following manner.

(please refer to Student and Family Handbook)

C. Tardiness

Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness. The building principal or designee will have the final decision and the right to ask for proof of reason for the tardy.

2. Procedures for Reporting Tardiness

a. Elementary

1. A student is considered tardy if he/she arrives within 90 minutes after the start of the school day.
2. A student is considered absent for half a day if he/she misses more than 90 minutes at the start or end of the school day.
3. A school day attendance of only two hours or less is considered a full day absence.

2. High School

1. Students who report to class more than five (5) minutes late are considered absent-unexcused for that class period. A call will be made to the parent/guardian.

2. A student is considered tardy any time the student is not in their assigned area when class starts. Students must attain a tardy pass before attending the class.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Consequences of tardiness: (please refer to Student and Family Handbook)

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

1. This policy applies to all students involved in any extracurricular activity scheduled either during

or outside the school day and any school-sponsored on-the-job training programs.

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

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

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

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

III. RELIGIOUS AND CULTURAL OBSERVANCES ACCOMMODATION

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

IV. DISSEMINATION OF POLICY

A. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

B. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for a religious or cultural observance.

V. REQUIRED REPORTING

A. Continuing Truant

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

First Step

1. Three days if the child is in elementary school; or
2. three or more class periods on three days if the child is in middle school, high school, or area learning center,
3. the school will begin an intervention process. School personnel will send a letter to the parent or guardian.

Second Step

1. Five or more days if the child is in elementary school;

2. Five or more class periods if the child is in middle school, high school or area learning center;

3. School personnel will send a letter to the parent or guardian explaining the consequences if the unexcused absences continue.

4. The parent/guardian and student will be invited to participate in an intervention plan. An

early intervention plan aimed at improving school attendance among truant youth by identifying and addressing the reasons for the truancy. Through involvement in the intervention plan, families are assisted in identifying the reason for the truancy and if need be, seeking assistance for their child.

5. The case is reviewed by a District Attendance Team. Members of this team include school officials, and social service agency representatives both county and tribal. Students who have participated in the intervention plan and were unsuccessful will be referred to the appropriate social service agencies immediately.

Third Step

1. Seven or more days if the child is in elementary school;

2. Seven or more class periods if the child is in middle school, high school or area learning center;

3. School personnel will file educational neglect charges against the parent/guardian for a student that is at the age of seven (7) to twelve (12). School personnel will file truancy charges against the student that is at the age of thirteen (13) to seventeen (17).

According to Minnesota State Law a student with fifteen (15) consecutive absences, excused or unexcused during the school year will be dropped from enrollment. The student must re-enroll in order to return to class.

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

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

B. Reporting Responsibility

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

- That the child is truant
- That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
- That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;
- That this notification serves as the notification required by Minnesota Statutes, section 120A.34;
- That alternative educational programs and services may be available in the child's enrolling or resident district;
- That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
- That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes, chapter 260C;
- That if the child is subject to juvenile court proceedings, the child may be subject to suspension,

restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, section 260C.201; and

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

B. Habitual Truant

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

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

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

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

Orig. 2024
Adopted: 2024
Revised: 6/26
Approved:

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.

B. "School resource officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

A. A school resource officer's contractual duties with the school district shall include:

1. fostering a positive school climate through relationship building and open communication;

2. protecting students, staff, and visitors to the school grounds from criminal activity;

3. serving as a liaison from law enforcement to school officials;

4. providing advice on safety drills;

5. identifying vulnerabilities in school facilities and safety protocols;

6. educating and advising students and staff on law enforcement topics; and,

7. enforcement of criminal laws.

B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in Paragraph IV.A.

C. A school resource officer must not use force or the authority of their office solely to

enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

A. Except as provided for in Paragraphs V.B., V.C., and V.D. below, ~~beginning September 1, 2025,~~ a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.

B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under Paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.

C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six (6) months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.

D. An officer who is serving as a substitute school resource officer for fewer than sixty (60) student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

VI. DUTY TO IDENTIFY

A. A law enforcement officer must identify the law enforcement agency or other entity employing the individual, the individual's last name, and the individual's identification number if the individual is:

1. licensed by the Board of Peace Officer Standards and Training; or

2. an officer employed by a federally recognized Tribe, as defined in 25 United States Code, section 450b(e).

B. A law enforcement officer satisfies the requirements of Paragraph A. above if:

1. the officer wears a uniform that clearly identifies the law enforcement agency or other entity employing the officer and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the officer's last name and identification number;

2. the officer wears body armor or a protective suit for the purposes of crowd control or participation as a member of a special weapons and tactics team, and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the law enforcement agency or other entity employing the officer and the officer's identification number; or

3. upon request, the officer states the required information or provides a card that includes the required information.

VII. USE OF CHEMICAL IRRITANTS

The school district must provide information about the use of any chemical irritant, smoke screen, or diversionary device deployed within a building as required under Minnesota Statutes, section 626.745.

Legal References:
Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

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

Resources:
MN House of Representatives: School Resource Officers (accessed 10/02/25)
MN Department of Public Safety: School Resource Officer Training (accessed 10/02/25)
MN Department of Public Safety: FAQs for Mandated School Resource Officer (SRO) Requirements (accessed 10/02/25)
U.S. Department of Education: FAQs on Photos and Videos under FERPA (accessed 10/02/25)
U.S. Department of Education: School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) (accessed 10/02/25)
U.S. Department of Education: Does FERPA distinguish between School Resource Officers (SROs) and other local police officers who work in a school? (accessed 10/02/25)

Orig. 1995
Revised: 6/26
Approved:

509 ENROLLMENT OF NONRESIDENT STUDENTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. OPEN ENROLLMENT PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application

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

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

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

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

4. committing a third-degree assault as described in Minnesota Statutes, section 609.223, subdivision 1. ~~involving assaulting another and inflicting substantial bodily harm.~~

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

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

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

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

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

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

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

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

C. Application

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

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

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

D. Lotteries

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

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

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

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

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

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

E. Exclusion

1. Administrator's initial determination

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

transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review

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

F. Termination of Enrollment

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

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

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

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

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified

as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

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

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

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

PUBLIC NOTICE

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

1. Parents and eligible students are hereby informed that they have the following rights:

   a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;

   b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;

   c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;

   d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student's history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;

f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

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

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

[optional] h. That copies of the school district's policy regarding the protection and privacy of school records are located at _____ *[insert location]*.

[optional] 2. Independent School District No. _____ has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:

a. It classifies records as public, private, or confidential.

b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.

d. It establishes procedures and regulations for access to and disclosure of education records.

e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

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

4. Pursuant to applicable law, Independent School District No. _____ gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

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

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

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

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

a. THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.

b. SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED

WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.

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

(1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;

(2) HOME ADDRESS;

(3) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.

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

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

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

(1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;

(2) HOME ADDRESS;

(3) STUDENT'S GRADE LEVEL;

(4) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;

(7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.

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

INDEPENDENT SCHOOL DISTRICT NO. _____
_____, MINNESOTA

Dated:_____ _____
Chair

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

JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION

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

DATE/TIME OF REQUEST:_____

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

FROM:_____
(Requester's name/agency)

STUDENT:_____

BASIS FOR REQUEST:

_____ Juvenile delinquency investigation/prosecution

_____ Child protection assessment/investigation

_____ Investigation/filing of CHIPS or delinquency petition

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

_____

_____

_____

_____

_____

RESPONSE TO REQUEST:

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

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

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

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

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

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

_____

Signature/Title

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

Adopted: 09/15/97
Revised: 07/26
Approved:

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

1. **[Insert school district definition of "directory information" here]**

   [NOTE: Please see the MSBA ISD Policy Services Newsletter (June 2025) for detailed guidance on creating a definition of "directory information."]

E. Education Records

1. What constitutes "education records"

   Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records

   The term "education records" does not include:

   a. Records of instructional personnel that are:

      (1) kept in the sole possession of the maker of the record;

      (2) used only as a personal memory aid;

      (3) not accessible or revealed to any other individual except a temporary substitute teacher; and

      (4) destroyed at the end of the school year.

   b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

      (1) maintained separately from education records;

      (2) maintained solely for law enforcement purposes; and

      (3) disclosed only to law enforcement officials of the same jurisdiction.

   c. Records relating to an individual, including a student, who is employed by the school district which:

      (1) are made and maintained in the normal course of business;

      (2) relate exclusively to the individual in that individual's capacity as an employee; and

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

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

education records.

d. Records relating to an eligible student, or a student attending an institution of ~~post-secondary~~postsecondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

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

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student

health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

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

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means Superintendent or designee

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. "Student" also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

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

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and ~~post-secondary~~postsecondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Article XXI. of this policy.

B. Eligible Students

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

C. Students with a Disability

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a. in plain language;

   b. dated;

   c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

   d. specific as to the nature of the information the subject is authorizing to be disclosed;

   e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

   f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Subparagraph 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 (1) 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 (2) years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

   Whenever a student has attained eighteen (18) years of age or is attending an institution of postsecondary 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 Article 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 postsecondary 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 Article XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917,and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Article XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

   "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational

agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

   For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however,

that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Paragraph 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 Article VII. of this policy;

14. To military recruiting officers and ~~post-secondary~~postsecondary educational institutions pursuant to Article 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~~ parties, including parents or an eligible student, in connection with an emergency if knowledge of the ~~extent~~information is necessary to ~~administer immunization programs~~protect the health or safety of the student or other individuals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the ~~commissioner of health~~Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal

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

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary;

and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

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

23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

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

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; ~~or~~

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the ~~commissioner of health~~Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted~~.~~; or

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on

individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

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

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

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

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

B. Former Students

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

C. Present Students and Parents

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

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

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

a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Article VI. of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Paragraph 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 Article VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

    a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

    b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

    c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

    d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

    e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-

identify as a military-connected youth. For purposes of this ~~section~~Paragraph, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

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

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

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

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

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

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and ~~post-secondary~~postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and ~~post-secondary~~postsecondary educational institutions, a parent or eligible student must notify Administration in writing by October 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and postsecondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and postsecondary 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 postsecondary 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 postsecondary educational institutions. In order to make any directory information about a student private, the procedures contained in Article VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and postsecondary 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~~Article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Paragraph A. of this ~~section~~Article does not prevent the school district from disclosing personally identifiable information under Article 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 Article VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of ~~Section~~Article XIII. of this policy.

2. Paragraph A. of this ~~section~~Article does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

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

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Article VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Subparagraph 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 Paragraph XII.B. of this policy, the record of disclosure required under this ~~section~~Article shall also include:

a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

b. the legitimate interests under Article 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 Subparagraph VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Subparagraph 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 Subparagraph VI.B.1. of this policy, to requests for disclosures of directory information under Article VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:

a. the parent of the student or the eligible student;

b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

~~D. Form of Request~~

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

E. Collection of Student Records

If a student's education records are maintained in more than one (1) 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 (1) 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 (1) 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 one hundred (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 twenty-five (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 Paragraph B. of this ~~section~~Article.

B. Right to a Hearing

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

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Paragraph B. of this ~~section~~Article shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

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

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under

Paragraphs A. and B. of this ~~section~~Article and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Superintendent

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)

Resources U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *FERPA/IDEA Crosswalk* | *Protecting Student Privacy* (accessed 012926)

U.S. Department of Education: *What is the Protection of Pupil Rights Amendment?* | *Protecting Student Privacy* (accessed 012926)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data* (including *Possible School Consent Language for Sharing Immunization Data with Registries*) (accessed 012926)

Orig. 1995
Adopted: 9/15/97
Revised: 2/13/18, 7/24
Approved: 8/21/24

521 STUDENT DISABILITY NONDISCRIMINATION

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

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment;

3. is regarded as having such an impairment; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

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

III. COORDINATOR

Persons who have questions or comments should contact Administration at the District Office located at 316 Main Street East – Remer, MN 56672 or by phone at 218-566-2351~~[title, name, office address, and telephone number]~~. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

INTERNET USE AGREEMENT - STUDENT

STUDENT

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

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

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

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

Parent or Guardian's Signature: _____

SUPERVISING TEACHER

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

Teacher's Name (please print): _____

Teacher's Signature: _____

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

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

User's Full Name (please print): _____

User Signature: _____

Date: _____

Orig. 1996
Revised: 07/26
Approved:

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

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

In 2025, MSBA published Model Policy 524.5 (Personal Electronic Communication Devices), a stand-along policy for cell phones and similar devices. School districts may adopt Model Policy 524.5 in lieu of establishing cell phone rules in this policy.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

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

   a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

   b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

   c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

   d. information or materials that could cause damage or danger of disruption to the educational process;

   e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

   [NOTE: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom

websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with the school district's Protection and Privacy of Pupil Records Policy; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with the school district's Protection and Privacy of Pupil Records policy.

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

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission

of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Users will not access, download, or use a school district website, application, software, program, or other service (1) to nudify an image or video; or (2) nudify an image or video on behalf of a user.

a. "Identifiable individual" means a person that is identifiable:

(1) from the image itself, by the person depicted in the image, or by another person; or

(2) from personal information displayed in connection with the image.

b. "Intimate part" has the meaning given in Minnesota Statutes, section 609.341, subdivision 5.

c. "Nudify" or "nudified" means the process by which:

(1) an image or video is altered or generated to depict an intimate part not depicted in an original unaltered image or video of an identifiable individual; and

(2) the altered or generated image or video is so realistic that a reasonable person would believe that the intimate part belongs to the identifiable individual.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies.

Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices.

If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[NOTE: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the

Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and

dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within thirty (30) days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in Paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by Paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes, section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in Paragraph C, clause 4, it must, within seventy-two (72) hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within seventy-two (72) hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

[NOTE: In 2024, the Minnesota legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones in school by March 15, 2025. This law does not state that school districts must incorporate specific language or provisions in the school district policy.

MSBA recognizes the common practice of setting forth cell phone rules in a student handbook or similar document. This Article directs school administration to establish cell phone rules, which the school board may require be presented to the board for approval. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings. The school board may choose to set forth general principles regarding cell phone use in this Article.

The Minnesota Elementary School Principals Association and the Minnesota Association of Secondary School Principals collaborated to make best practices available to schools on a range of different strategies to achieve the goals stated above.

In 2025, MSBA published Model Policy 524.5 (Personal Electronic Communication Devices), a stand-along policy for cell phones and similar devices. School districts may adopt Model Policy 524.5 in lieu of establishing cell phone rules in this policy.]

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use

screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Minn. Stat. § 325E.91 (Prohibition on Nudification Technology)
Minn. Stat. § 609.341, Subd. 5 (Definitions)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 524.5 (Personal Electronic Communication Devices)*
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 625 (Responsible Use of Artificial Intelligence)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

*If applicable

SAMPLE LETTER A

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

[date]

[Parent(s)]
[Address]

Re: Immunizations

Dear Parent:

As you know, school begins on [date]. Before your child, [name of child], can be enrolled, however, we must receive proof that he/she has received immunization against a number of diseases as required by state law or is excepted therefrom. To date, we have no immunization records for your child nor a claim of exception.

Please complete the enclosed form verifying that [name of child] has received the required immunizations, consistent with medically acceptable standards and return the form to [name of school official], *before school begins*. By state law, we cannot allow [name of child] to stay in school longer than thirty days unless we have received proof that he/she has had the required immunizations or is excepted therefrom.

If you cannot submit a statement from a physician or public clinic regarding your elementary or secondary school child, you may submit your own statement on the enclosed form detailing the precise dosages given for each required immunization and the month and year each immunization was given. If you elect to submit your own statement in lieu of one from a health care provider, please contact [name of school official] at [telephone number] to determine the precise vaccinations required for your child, as the requirements vary according to the child's age.

If you are claiming an exception for medical reasons that an immunization is contraindicated or because of your conscientiously held beliefs, you must either submit a statement from a physician stating the immunization is contraindicated or you must submit a notarized statement, signed by you as the parent/guardian, or if the student is an emancipated person, by the emancipated person, stating that the student has not been immunized because of conscientiously held beliefs. The enclosed form may be used for this purpose.

If we do not receive proof of immunization or exception by [date], your child will be sent home from school and discharged from enrollment. It will then be necessary for you to re-enroll the child after immunization requirements have been met before the child can return to school. If you have any questions, please contact [name of school official] at [telephone number].

Thank you for your cooperation.

Very truly yours,

[School District Official]

SAMPLE LETTER B

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]
[date]

[Parent(s)]
[Address]

Re: Immunizations

Dear Parent:

As you know, school began today. To date, we have no immunization records for your child nor any record of a request for an exception. In order for your child, [name of child], to remain enrolled, we must receive proof that he/she has received immunization against a number of diseases as required by state law or that he/she qualifies for one of the statutory exceptions. By this letter, we wish to verify that our records concerning your child are accurate and complete.

Please submit a statement on the enclosed form to [name of school official] from a physician or a public clinic verifying that [name of child] has received the required immunizations, consistent with medically acceptable standards. By state law, we cannot allow [name of child] to stay in school unless we have received proof that he/she has had the required immunizations or has satisfied one of the statutorily recognized exceptions.

If you cannot submit a statement from a physician or public clinic regarding your elementary or secondary school child, you may submit your own statement on the enclosed form detailing the precise dosages given for each required immunization and the month and year each immunization was given. If you elect to submit your own statement in lieu of one from a health care provider, please contact [name of school official] at [telephone number] to determine the precise vaccinations required for your child, as the requirements vary according to the child's age.

If you are claiming an exception for medical reasons that an immunization is contraindicated or because of your conscientiously held beliefs, you must either submit a statement from a physician stating the immunization is contraindicated or you must submit a notarized statement, signed by you as the parent/guardian, or if the student is an emancipated person by the emancipated person, stating that the student has not been immunized because of conscientiously held beliefs. The enclosed form may be used for this purpose.

If you have already submitted a statement to us, please indicate how the statement was submitted (i.e. hand-delivered, mailed), when it was delivered and to whom. It may be necessary for you to obtain a duplicate statement if the original cannot be found. If additional time to obtain a duplicate is required, please so indicate in your response.

If we do not receive proof of immunization or exception by [ten school days], your child will be sent home from school and discharged from enrollment. It will then be necessary for you to re-enroll the child after immunization requirements have been met before the child can return to school. If you have any questions, please contact [name of school official] at [telephone number].

Thank you for your cooperation.

Very truly yours,

[School District Official]

SAMPLE LETTER C

[TO BE PLACED ON SCHOOL DISTRICT STATIONERY]

[date]

[Parent(s)]
[Address]

Re: Non-Enrollment for Lack of Immunization Proof

Dear Parent:

We are sending your child, [name of child], home today because we have not yet received proof that he or she has received appropriate immunizations or is excepted therefrom. Minnesota law does not allow us to enroll an elementary or secondary school student without proof that the student has received the required immunizations or is excepted therefrom.

As we advised earlier, State law and School District policy allow for a thirty-day grace period and a ten-day due process period during which your child may attend school. Those grace periods have now expired.

[Name of child] may re-enroll as soon as we have received appropriate proof of immunizations. If you have any questions about the proof or the immunizations required, please contact [name of school official] at [telephone number] as soon as possible.

We look forward to having [name of child] back in school soon.

Very truly yours,

[School District Official]

DISTRICT NOTES:

Previous notices sent on _____ by _____

Phone contacts on _____ by _____

_____ by _____

_____ by _____

Orig. 1999
Revised: 02/26
Approved:

530 IMMUNIZATION REQUIREMENTS

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

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Paragraph III.A. or III.B., above, or statement of immunization set forth in Article IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to

ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

E. The school district may allow a student transferring into a school a maximum of thirty (30) days to submit a statement specified in Paragraph III.A. or III.B., above, or Article IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

B. The parent or guardian of a minor student or an emancipated student submits a~~his or her~~ notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian, or emancipated student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

A. The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Minnesota Department of Health;

2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;

3. review student health records to determine whether the required information has been provided; and

4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

[Note: See Attachments A, B, C, and D.]

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five (5) years after the student attains the age of majority.

B. Student immunization records maintained by the school district are generally considered education records subject to the Family Education Records and Privacy Act (FERPA). The school district may not disclose personally identifiable information (PII), including immunization records, without parent or eligible student consent unless a permissible exception applies. ~~Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.~~

C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within thirty (30) days of the student's transfer.

D. Upon request of a public or private post-secondary educational institution as defined in Minnesota Statutes, section 135A.14, the designated school district administrator ~~will~~ shall assist in the transfer of the student's immunization file to the post-secondary educational institution.

VII. OTHER

Within sixty (60) days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Minnesota Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Minnesota Department of Health.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 144.29 (Health Records; Children of School Age)
Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
20 U.S.C. § 1232g (Family Educational and Privacy Rights Act)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (July 23, 1980)
Op. Atty. Gen. 169-W (Jan. 17, 1968)

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

Resources: MN Department of Health: School Health Personnel Immunization and Disease Reporting (accessed 12/15/25)

Orig. 1997
Adopted: 05/21/09
Revised: 07/26
Approved:

613 GRADUATION REQUIREMENTS

[NOTE: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

~~B. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.~~

B. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

C. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.

D. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

The Technology Specialist shall be named the District Assessment Coordinator and~~. Said person~~ shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with Minnesota Statutes, section 120B.307, subdivision 4, paragraph (d), and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and.

2. Consistent with this paragraph and Minnesota Statutes, section 120B.125, age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student under Subparagraph V.A.1. above must receive targeted, relevant, academically rigorous, and resourced instruction, which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

2. Consistent with Minnesota Statutes, sections 120B.13, 120B.30, 124D.09, 124D.091, 124F.08, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.

~~**[NOTE: The 2025 Minnesota legislature renumbered the statutory reference above.]**~~

3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

A. Credit Requirements

1. Four (4) credits of language arts sufficient to satisfy all academic standards in English language arts;

2. Four (4) credits of mathematics sufficient to satisfy all of the academic standards

in mathematics;

3. Three (3) credits of science, including one (1) credit to satisfy all the earth and space science standards for grades 9 through 12, one (1) credit to satisfy all the life science standards for grades 9 through 12, and one (1) credit to satisfy all the chemistry or physics standards for grades 9 through 12;

4. Three and one-half (3.5) credits of social studies, encompassing at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

5. One (1) credit in the arts sufficient to satisfy all of the academic standards in the arts;

6. Credit sufficient to satisfy the state standards in physical education; and

7. A minimum of seven (7) elective credits.

8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

B. Credit Equivalencies

1. A one-half (.5) credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half (.5) credit in social studies under Paragraph A.4, above, if the credit is sufficient to satisfy all of the academic standards in economics.

2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3, above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry academic standards or all of the physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2 or Paragraph A.5, above.

4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A.2, above, if the credit meets state academic standards in mathematics.

5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2 or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.

6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must demonstrate their understanding of the following academic standards:

1. School District Standards, Health (K-12);

2. School District Standards, Career and Technical Education (K-12); and

3. School District Standards, World Languages (K-12).

B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

[NOTE: * Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs].

C. All students must satisfactorily complete the following required Academic Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

A. All course or standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary

education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

IX. HIGH SCHOOL DIPLOMA FOR VETERANS

A. Diploma

The school district must, upon a request under Paragraph B. below issue a high school diploma to a veteran as defined in Minnesota Statutes, section 197.447 who was unable to complete their high school education for reasons related or unrelated to their military service, and who served:

1. during the Korean Conflict; or

2. during the Vietnam War.

B. Request

A veteran may request a diploma on their own behalf, or a family member may make a posthumous request on behalf of a deceased veteran or service member. The high school diploma is awarded based on the veteran's knowledge and experience gained while in service, or the veteran's other relevant lived experience. The school district may require the veteran or veteran's requestor to provide evidence that the veteran was a Minnesota public school student or is a current Minnesota resident.

C. No Report Required

The school district is not required to report on diplomas issued under Minnesota Statutes, section 127A.135.

D. Assistance

The Minnesota Department of Veterans Affairs and county veteran service officers may provide assistance to districts fulfilling diploma requests, including but not limited to verification of discharge paperwork.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.13 (Advanced Placement and International Baccalaureate Programs)
Minn. Stat. § 120B.251 (Ethnic Studies Requirements)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.091 (Concurrent Enrollment Program Aid)
Minn. Stat. § 124F.08 (Education and Employment Transitions Partnerships)

Minn. Stat. § 127A.135 (High School Diploma for Veterans)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0750 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1350 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Orig. 1997
Revised: 07/26
Approved:

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. The federal Every Student Succeeds Act (ESSA) and Minnesota statutes require that public school students be assessed annually in reading, mathematics, and science. The Minnesota Comprehensive Assessment (MCA), the Minnesota Test of Academic Skills (MTAS), and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments used to meet this requirement.

The MCA and MTAS/Alt MCA are criterion-referenced assessments, which means they measure a snapshot of student learning of a fixed set of criteria: the Minnesota Academic Standards. The Minnesota K–12 Academic Standards are revised every ten (10) years, according to a schedule determined by the state legislature. When standards are updated, the statewide assessments are also updated with a new series to align to the new standards. The new assessments are administered when the new academic standards are fully implemented.

B. The Minnesota Test of Academic Skills (MTAS) and the Alternate Minnesota Comprehensive Assessment (Alt MCA)

1. The Minnesota Test of Academic Skills (MTAS) and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments designed for, and limited to, students with the most significant cognitive disabilities. They are designed to measure student progress toward Minnesota's academic standards and meet the requirements of the Elementary and Secondary Education Act (ESEA). Students who receive special education services and meet the eligibility criteria may take the MTAS/Alt MCA.

2. In compliance with the transition to new Minnesota academic standards, the Minnesota Department of Education (MDE) is developing alternative assessments, the Alt MCA, to replace the MTAS, according to the following schedule:

a. Science Alternate MCA (2024-25 school year);

b. Reading Alternate MCA (2025-26 school year); and

c. Mathematics Alternate MCA (2027-28 school year).

III. DEFINITIONS

A. Most Significant Cognitive Disability

This term describes students whose cognitive impairments may prevent them from attaining grade-level achievement standards, even with the very best instruction. IEP teams may use the following characteristics to identify if a student has a most significant cognitive disability:

1. The student's cognitive functioning is significantly below age expectations. The IEP team can determine that a student may be significantly below the average cognitive functioning of typically developing peers by

   a. a standardized norm-referenced measure of cognitive functioning, or

   b. when formal cognitive assessments are inappropriate, invalid or documented in other ways, other data-based measures may be used to document functioning significantly below age expectations as referenced in the Individuals with Disabilities Education Act (IDEA).

2. The student's disability has a significant impact on their ability to function in multiple environments, including home, school and community.

3. The student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain and generalize academic and life skills to actively participate in school, work, home and community environments.

B. Other key terms are defined in the current MDE *Procedures Manual for the Minnesota Assessments* (see Resources).

IV. ALTERNATIVE ASSESSMENT

A. Initial Steps

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided.

3. The IEP team must first consider the student's ability to participate in the MCA, with or without accommodations. The IEP team must document, in the IEP, the reasons why the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

If the IEP team establishes that the MCA is not an appropriate measure of the student's knowledge and skills on grade-level content standards, even when the student is provided allowable and appropriate accommodations, the IEP team may consider the administration of an alternate assessment.

4. Participation decisions will be made separately for mathematics, reading, and science. Participation decisions must be made annually and documented in a student's IEP.

B. Alternate Assessment Eligibility Requirements

1. ~~The following requirements must be met f~~For a student with a significant cognitive disability to be eligible for an alternative assessment, the IEP team must determine that the following are true:

a. the student's cognitive functioning to be significantly below age expectations;

b. the student's disability has a significant impact on their~~his or her~~ ability to function in multiple environments, including home, school, and community; and

c. the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills ~~in order~~ to actively participate in school, work, home, and community environments.~~;~~

~~(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.~~

2. Alternate assessment~~MTAS~~ participation decisions must not be made on the following factors:

a. Student's disability category as defined in Minnesota Rules, part 3525.1325-1348;

b. ~~Placement~~Educational environment or instructional setting;

c. Participation in a separate, specialized curriculum;

d. An expectation that the student will receive a low score on the MCA;

e. Language, social, cultural, or economic differences;

f. Concern for participation rate~~accountability~~ calculations at the district level.

V. ALTERNATE ACCESS FOR ELs

A. ACCESS for ELs

1. All English learners in grades K–12 in public schools are required to participate annually in an English language proficiency assessment. With very few exceptions, all English learners take the ACCESS for ELs.

   Minnesota students identified as English learners (ELs) require an additional assessment to determine their progress toward English language proficiency. These students take the WIDA ACCESS assessment annually. English learners who receive special education services and meet alternate assessment participation guidelines may take the WIDA Alternate ACCESS.

   The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing. Some students with significant cognitive disabilities may be eligible to take the Alternate ACCESS for ELLs instead of the ACCESS for ELL.

B. Eligibility Requirements

1. The student is identified as an English learner (EL) and is reported as EL in student enrollment data submitted in the Minnesota Automated Reporting Student System (MARSS); ~~in order to take an English language proficiency assessment.~~

2. The student must have a most significant cognitive disability; ~~. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.~~

3. The student cannot meaningfully participate in the WIDA ACCESS, even with allowable accommodations.

4. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

C. Alternate ACCESS participation decisions must not be made on the following factors:

1. The student's disability category alone;

2. The student's placement or instructional setting;

3. The student's language background, or other social, cultural, or economic factors;

4. An expectation that the student will receive a low score on the WIDA ACCESS ~~for ELs~~; and

5. A desire to simplify test administration, which may include behavioral concerns or anticipated emotional distress.

~~C. EL Students New to the United States~~

~~EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).~~

VI. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and Guidelines for Administration of Accommodations and Linguistic Supports.

VII. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

Resources:
Minnesota Department of Education (MDE): Alternate Assessments (accessed 12/31/25)
MDE: Statewide Assessments Policies and Procedures (accessed 12/31/25)
MDE: Eligibility Requirements and Decision-Making Tool for Minnesota Alternative Assessment (MTAS/Alternate MCA) (accessed 12/31/25)
MDE: English Learner Education (accessed 1/1/26)
MDE: Minnesota's Assessments for English Learners (accessed 1/1/26)
WIDA: WIDA Alternate ACCESS Participation Decision Tree (accessed 1/1/26)

Orig. 1997
Revised: 07/26
Approved:

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

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

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school; and prepare students to be lifelong learners.

B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.

2. The District Advisory Committee created under the Curriculum Development Policy is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum

Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, and teacher evaluations under Minnesota Statutes, section 122A.40 or 122A.41.

[~~Insert Local Cycle in this space~~]Local Cycle attached as Appendix.

C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By [~~date~~]July 1 of each year, the District Advisory Committee will meet to

advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The District Advisory Committee, working in cooperation with other committees of the school district ~~[such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.],~~ will provide active community participation in:

   a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;

   b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

   c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

   d. Advising the school board about development of the annual budget.

3. The District Advisory Committee shall meet the following criteria:

   a. The District Advisory Committee shall ensure active community participation in all phases of planning ~~for~~ and improving the instruction and curriculum affecting state and school academic standards consistent with Minnesota Statutes, section 120B.11, subdivision 2.~~Graduation Standards.~~

   b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. Translation services should be provided to the extent appropriate and practicable.

~~5.~~ The District Advisory Committee shall meet the following timeline ~~each year:~~

~~Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.~~

~~Month(s): Agree on the process to be used. Become familiar with the~~

~~instruction and curriculum of the cycle content area.~~

~~Month(s): Review evaluation results and prepare recommendations.~~

5. ~~Month: Present recommendations to the school board for its input and approval.~~as laid out in our Local Cyle.

Evaluation of Student Progress Committee

A committee of professional staff shall develop a plan for assessment of student progress, the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

[NOTE: The school board may choose to delete this paragraph regarding an Evaluation of Student Progress Committee upon consultation with school administration.]

E. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, subdivision 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines.

   The school district shall periodically survey affected constituencies, in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner required under Minnesota Statutes, section 120B.11, subdivision 5.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

3. The school district must annually report the district's class size ratios by each grade to the Commissioner in the form and manner specified by the Commissioner.

4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07~~00-3501.0745~~ (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12~~for the Arts~~)
Minn. Rules Parts ~~3501.0900-~~3501.0960 (Academic Science Standards for Kindergarten through Grade 12 ~~in Science~~)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13~~00-3501.1345~~ (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

DISTRICT 118 CURRICULUM REVIEW CYCLE

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Year 1	Science and Industrial Tech	Social Studies	Language Arts	Health, PE, and Social Emotional Learning	Music and Art	Math	Science and Industrial Tech
Year 2	Math	Science and Industrial Tech	Social Studies	Language Arts	Health, PE, and Social Emotional Learning	Music and Art	Math
Year 3	Music and Art	Math	Science and Industrial Tech	Social Studies	Language Arts	Health, PE, and Social Emotional Learning	Music and Art
Year 4	Health and PE	Music and Art	Math	Science and Industrial Tech	Social Studies	Language Arts	Health, PE, and Social Emotional Learning
Year 5	Language Arts	Health/PE	Music and Art	Math	Science and Industrial Tech	Social Studies	Language Arts
Year 6	Social Studies and Social Emotional Learning	Language Arts	Health/PE	Music and Art	Math	Science and Industrial Tech	Social Studies

KEY:

Year 1 – Preparation (meetings bi-weekly)

Year 2 - Implementation and fiscal purchasing year (meetings monthly)

Year 3 - Pacing check and assessment development (meetings quarterly)

Year 4-5 – Monitor

Year 6 – Evaluate (meetings twice a year)

DISTRICT 118 CURRICULUM REVIEW CYCLE PLANNING

Year 1	Year 2	Year 3	Year 4-5	Year 6
Conduct Research Examine and review state and national standards Research trends and shifts in emphasis among the standards Analyze results of data and current levels of achievement **Guiding Change Framework** Determine current reality Discuss parameters and unacceptable means related to curriculum and program development Determine desired results **Determine Criteria** Determine program goals and criteria for the selection of instructional resources Establish broad units of study Identify priority standards **Resource and Material Evaluation** Evaluate existing resources Identify potential new resources (if necessary) and vet through research and vendor presentations **Curriculum Approval** Advisory Committee Board of Education	**Purchase (January 1)** **Curriculum Development** Review priority standards and broad units of study Develop/Revise Learning Targets Identify key vocabulary Map units of study Develop pacing guides Update course descriptions and syllabi **Professional Development** Provide professional development for program implementation	**Assessment Development** Working from priority standards and learning targets, align instructional activities and assessments Review/refine pacing guides Develop formative assessment strategies (assessment for learning) Develop common summative assessments (assessment of learning) and align rubrics or learning scales Establish common grading criteria for processes and products that inform the report card **Professional Development** (ongoing throughout cycle) Use PLC time to examine student work Analyze results of data and current levels of achievement Use PLC and curriculum development time to collaborate and make adjustments to curriculum, assessments, and instructional activities Share new learning and new instructional strategies	**Monitor** Gather feedback from teachers in the department Attend to vertical and horizontal alignment Provide professional development as needed. Update instructional units and assessments as needed. Consider additional supplemental and differentiated resources. **Professional Development** (ongoing throughout cycle) Use PLC time to examine student work Analyze results of data and current levels of achievement Use PLC and curriculum development time to collaborate and make adjustments to curriculum, assessments, and instructional activities Consider opportunities for ongoing professional development through conference or workshop attendance Share new learning and new instructional strategies	**Resource and Material Evaluation** Evaluate existing resources Gather input from department teachers **Professional Development** (ongoing throughout cycle) Use PLC time to examine student work Analyze results of data and current levels of achievement Use PLC and curriculum development time to collaborate and make adjustments to curriculum, assessments, and instructional activities Consider opportunities for ongoing professional development through conference or workshop attendance Share new learning and new instructional strategies

Orig. 2023
Revised: 07/26
Approved:

621 LITERACY AND THE READ ACT

[NOTE: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.118 to 120B.124.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in Minnesota Statutes, section 120B.119, subdivision 16.

B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.

C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.

D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board ~~as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher,~~ who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. ~~A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.~~

E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the

Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

G. "Oral language," also called "expressive language" ~~or~~ and "receptive language," includes speaking and listening, and consists of five (5) components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

O. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grade-level proficiency. The screener must be one of the screening tools approved by MDE.

B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:

1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V. below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. ~~For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills~~.

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide

reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in

evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted an MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

   a. students in kindergarten through grade 3;

   b. students who demonstrate characteristics of dyslexia; and

   c. students in grades 4 to 12 who are identified as not reading at grade level;

9. the number of teachers and other staff that have completed training approved by the department;

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; ~~and~~

13. beginning on December 31, 2025, for a district with a dual language immersion program:

   a. the program's partner language;

   b. grade levels included in the program;

   c. the language used to screen students' foundational reading skills;

   d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

   e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level, and~~.~~

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026 and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statutes, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;

2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;

3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;

4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 701
Orig. 1995
Rev. 2026

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[NOTE: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENTS

A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. ~~The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.~~ When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.

B. ~~The school district must maintain separate accounts to identify revenues and expenditures for each building.~~ Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.

C. Prior to July 1 of each year, the school board must~~shall~~ approve and adopt its ~~initial~~ revenue and expenditure budgets for the next school year. The ~~adopted expenditure~~ budget document so adopted must~~shall~~ be considered ~~the school board's~~an expenditure-authorizing or appropriations document~~authorization for that school year~~. No funds ~~may~~ shall be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.

D. Each year, the school district ~~shall~~ must publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement ~~shall~~ must be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. ~~A summary of this information and~~

~~the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district.~~ At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes, section 123B.10.

E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

F. The school district must also post the materials specified in Paragraph III.D. above in a conspicuous place on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.

B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).

C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.

D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.

E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

Notification to Employer
Of
Moving Violation

Commercial Drivers License
49 CFR 383.31
Minnesota Statute 171.168

Upon conviction of any moving violation by any state or local jurisdiction the holder of a Minnesota Commercial Driver License must notify their employer(s) in writing within 30 days of such conviction.

DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? ☐ **YES** ☐ **NO**
DATE OF CONVICTION	
LOCATION OF OFFENSE CITY STATE	
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

Notification to Employer
Of
Suspension, Revocation, Cancellation or Disqualification

Commercial Drivers License
49 CFR 383.33
Minnesota Statute 171.169

The holder of a Minnesota Commercial Driver License shall notify their employer(s) in writing of any suspension, revocation, cancellation, loss of privilege or disqualification, before the end of the business day following the day the driver (employee) received notice of the suspension, revocation, cancellation, loss of privilege or disqualification.

DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? ☐ **YES** ☐ **NO**
DATE OF CONVICTION	
LOCATION OF OFFENSE CITY STATE	
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

Type III School Bus Driver
Notification to Employer
Of
Violation

Alcohol Related Offense (Minnesota Statute 169A)
Disqualifying Offense (Minnesota Statute 171.3215 sub 1)
Moving Violation (Minnesota Statute 169)

Minnesota Statute 171.02 sub 2b

An operator who sustains a conviction as described in 171.02 sub 2b paragraph (h), (i) or (j) while employed by the entity that owns, leases, or contracts for the school bus shall report the conviction to the employer(s) in writing within 10 days of such conviction.

DRIVER NAME (First Name, MI, Last Name)	STATE

DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? ☐ **YES** ☐ **NO**

DATE OF CONVICTION

LOCATION OF OFFENSE CITY STATE

DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE

SIGNATURE OF DRIVER	

709 STUDENT TRANSPORTATION SAFETY POLICY

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

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four (4) weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus

safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8 The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of fifteen (15) is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop five (5) minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (grades K-6)

1st offense	warning
2nd offense	three (3) school-day suspension from riding the bus
3rd offense	five (5) school-day suspension from riding the bus
4th offense	ten (10) school-day suspension from riding the bus/meeting with parent
Further offenses	individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (grades 7-12)

1st offense	warning
2nd offense	five (5) school-day suspension from riding the bus
3rd offense	ten (10) school-day suspension from riding the bus
4th offense	twenty (20) school-day suspension from riding the bus/meeting with parent
5th offense	suspended from riding the bus for the remainder of the school year

[Note: When any student goes sixty (60) transportation days without a report, the student's consequences may start over at the first offense.]

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two (2) weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children at the bus stop five (5) minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraph VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within thirty (30) days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of fifteen (15) miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license

and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within thirty (30) days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten (10) days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety's *Minnesota Model School Bus Driver Training Program*. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the *Minnesota Model School Bus Driver Training Program*.

[NOTE: The *Minnesota Model School Bus Driver Training Program* is available online through the Minnesota Department of Public Safety State Patrol web page listed under Resources below.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the *Minnesota Model School Bus Driver Training Program*.

[NOTE: The school district may use alternative assessments rather than those set forth in the *Minnesota Model School Bus Driver Training Program* for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least eight (8) hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the *Minnesota Model School Bus Driver Training Program*.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[NOTE: A school district is not required to comply with Subparagraph VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71:

"School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the vehicle for purposes specified in clause (1) to employees of the school, school district, or a person under agreement with the school or school district.

A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes, section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.011, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of ten (10) or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of ten (10) or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of

Federal Regulations, Part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher

       A minimum of one (1) 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. ~~First aid kit and b~~Body fluids cleanup kit

       A ~~minimum of a 10-unit first aid kit and a~~ body fluids cleanup kit is required. ~~They~~ The kit must be contained in a removable, moisture- and dust-proof container~~s~~ mounted in an accessible place within the driver's compartment and must be marked to indicate ~~their~~ the kit's identity~~. and location.~~

    c. First Aid Kit

       A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped with a first aid kit meeting the requirements of the NSTSP.

    d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a

label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of ten (10) or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pre-trip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas

to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within ten (10) days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five (5) years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony,

controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within three (3) years of the first of three (3) other moving offenses is precluded from operating a type III vehicle for one (1) year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, subdivision 2 (See Paragraph II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from Subparagraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's *Guideline for the Safe Transportation of Pre-school Age Children in School Buses*, if child safety restraints are used by passengers, in addition to the training required in Article VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport fifteen (15) or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the *Minnesota Model School Bus Driver Training Program*. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency health information shall be maintained on the school bus for students requiring special transportation service because of a disability. The information shall state:

1. the student's name and address;

2. the nature of the student's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4.

The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education

Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minnesota Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources:
Minnesota Department of Public Safety: *School Bus Resources* (accessed 10/12/25)
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999) (accessed 10/12/25)

721 PROCUREMENT POLICY

[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district. This policy also seeks to ensure compliance with Minnesota procurement laws governing school districts.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold (generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).

[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the

most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]

IV. GENERAL PROCUREMENT STANDARDS

A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

1. The superintendent and/or **[insert title(s) as appropriate]**, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy. Nothing in this paragraph shall be construed to waive or supersede statutory requirements relating to public contracts, competitive bidding thresholds, or school board oversight, except as expressly permitted by law.

2. Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

a. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than $1,000 and is consistent with this policy's requirements.

b. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

(1). Superintendent: Up to **[insert dollar amount]**

(2). **[insert title]**: Up to **[insert dollar amount]**

[NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]

3. Emergency expenditures and procurement authorization

Notwithstanding other provisions of this policy, including the threshold authorization above, the superintendent is authorized to approve emergency expenditures when the superintendent determines that a public exigency or emergency exists that threatens the health, safety, or welfare of students, staff, or school district property and that the expenditure cannot be delayed until the next regular or special meeting of the school board without material harm to the school district.

In an emergency, the Superintendent may authorize an expenditure in excess of the Superintendent's delegated purchasing authority, subject to the following conditions:

1. The procurement shall comply with applicable state and federal law, including the use of noncompetitive procurement when permitted by law;

2. The superintendent shall document the nature of the emergency, the basis for determining that immediate action was required, and the reason competitive procurement procedures were not used;

3. The expenditure shall be reported to the school board for ratification at the next regular or specially called school board meeting; and

4. Emergency authority under this paragraph is limited to the specific emergency circumstances and does not constitute a permanent increase in the superintendent's purchasing authority.

[**NOTE: Optional Dollar Limitation: Emergency expenditures authorized by the superintendent under this paragraph shall not exceed $_____ per occurrence, unless prior school board approval is obtained or such approval is impracticable due to the timing and nature of the emergency, in which case Board ratification shall be sought as soon as practicable.]**

V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number

of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

   c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

[NOTE: Thresholds are now set in Article IV.H above.]

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

   The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]

VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control and accountability.

Advance payments to the school district must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the school district for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information and other information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations as a result of the school district's written policy.

In addition, when costs are charged directly to the federal award, documentation must justify that:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).

If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2)

Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]

X. SUBRECIPIENT MONITORING

[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

    a. Required information includes:

        (1) <u>Federal award identification</u>

            i. Subrecipient's name (must match the name associated with its unique entity identifier);

            ii. Subrecipient's unique entity identifier;

            iii. Federal Award Identification Number (FAIN);

            iv. Federal Award Date;

            v. Subaward Period of Performance Start and End Date;

            vi. Subaward Budget Period Start and End Date;

            vii. Amount of Federal Funds Obligated in the subaward;

            viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

            ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

            x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

xiii. Identification of whether the federal award is for research and development; and

xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

a. The subrecipient's prior experience with the same or similar subawards;

b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

c. Whether the subrecipient has new personnel or new or substantially changed systems; and

d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

    a. Review financial and performance reports.

    b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

    c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

    d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

    a. Providing subrecipients with training and technical assistance on program-related matters;

    b. Performing site visits to review the subrecipient's program operations; and

    c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

[NOTE: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

Legal References: Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)

Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)
2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

MSBA/MASA Model Policy 210 (Conflict of Interest-School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Resources:

Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)
U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[NOTE: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA), and Minnesota Rules, parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes, section 13D.02, subdivision 8, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of

parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes, section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of Minnesota Statutes, section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes, section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority shall inform the requestor of the determination either orally or in writing at the time of the request, or in writing as soon after that time as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the denial was based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five (5) business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

~~**[NOTE: The 2025 Minnesota legislature enacted Subparagraph C.]**~~

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA ~~BY~~ABOUT AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes, section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within thirty (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Department of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes, chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the Commissioner may refer the matter to mediation. Following these efforts, the Commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes, section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the Commissioner's order issued under Minnesota Statutes, chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. The school district's Protection and Privacy of Pupil Records policy addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. <u>Public Data</u>

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for **[in cash or by check]** in advance of receiving the copies.

[NOTE: The district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule, 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in Paragraph VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Safe at Home Participants and Data Privacy

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements than an individual who is not a program participant; or

C. otherwise discriminate against an individual.

X. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
[Name]
[Location]
[Phone number; email address]

Data Practices Compliance Official:
[Name]
[Location]
[Phone number; email address]

Data Practices Designee(s):
[Name]
[Location]
[Phone number; email address]

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)

Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources: MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

INDEPENDENT SCHOOL DISTRICT NO. ___

PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	**PHONE NUMBER:***
ADDRESS:*	**EMAIL ADDRESS:***
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: **INSPECTION ONLY_____ COPIES ONLY**_____ BOTH INSPECTION AND COPIES_____**** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	**REQUEST RECEIVED BY:**
DATE OF RESPONSE:	**RESPONSE PROVIDED BY:**

***** Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.