

Regular Meeting

Monday, October 12, 2020 7:00 PM

Virtual Meeting via Google Hangout, To view or listen to this meeting, send request to: jkilian@isd110.org, or , call: 952-442-0600

1. PUBLIC COMMENT

first 10 minutes will be available for public comment, if no comments, meeting will be called to order

2. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE

Presenter: Chair
Geller

3. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, AND CORRESPONDENCE

3.A. Upcoming Meetings:

4. MINUTES OF PREVIOUS MEETING

Regular Meeting
Monday, September 14, 2020 7:00 PM Central

Virtual Meeting via Google Hangout

1. PUBLIC COMMENT

first 10 minutes will be available for public comment, if no comments, meeting will be called to order

2. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE

Call to order by Chair Geller at 7:04PM

Members present: Geller, Johnson, Weinand, Thom, Myers, Varble, Bullis

Members absent: none

Motion by Weinand to adopt agenda

Bullis second

Roll call vote taken

All in favor

Motion carried

3. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, AND CORRESPONDENCE

3.A. Introduce 2020-2021 School Board Student Representatives

3.B. Recognition of Teachers Achieving Continuing Contract

3.C. 2020 Employee Essence Award Recipients

3.D. 2020-2021 Waconia Accomplished Educators

3.E. Upcoming Meetings:

4. MINUTES OF PREVIOUS MEETING

Motion by Weinand to Approve minutes of the August 10 regular and August 24 special meetings.

5. CONSENT AGENDA

Motion by Weinand to approve consent agenda

Thom second

Roll call vote taken

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items:

5.B.1. HR Recommendations

Employment

Jennifer Adams

Educational Assistant

BV

| | | |
|--|---|---------|
| Replacement | 32.5 hours/week; 174 days | |
| Sandra Barger New Position | Educational Assistant 32.5 hours/week; 174 days | LT |
| Denise Barkey-Meis Replacement | Educational Assistant 32.5 hours/week; 174 days | SV |
| Leah Dungan New Position | Educational Assistant 32.5 hours/week; 174 days | BV |
| Alexander Dupont New Position | Educational Assistant 32.5 hours/week; 174 days | SV |
| Alyssa Fligge Replacement | Language Arts Teacher Long-Term Substitute | WHS |
| Jocelyn Grant New Position | Educational Assistant 32.5 hours/week; 174 days | BV |
| Emily Hilk Replacement/New | Educational Assistant 32.5 hours/week; 174 days | SV |
| Pamela Holm New Position | Educational Assistant 32.5 hours/week; 174 days | SV |
| Alisa Johnson New Position | Educational Assistant 32.5 hours/week; 174 days | BV |
| David Juarez New Position | Educational Assistant 32.5 hours/week; 174 days | BV |
| Heather Karow Replacement | Grade 4 Teacher Long-Term Substitute | LT |
| Joseph Kretchman-Grande Replacement | Social Studies Teacher 0.75 FTE WMS/0.25 FTE WHS | WMS/WHS |
| Ginger Kuhn New Position | Educational Assistant 32.5 hours/week; 174 days | SV |
| Emily Lant Replacement/New | Educational Assistant 32.5 hours/week; 174 days | LT |

| | | |
|---------------------------------------|--|--------------|
| Heather Lee New Position | Educational Assistant 32.5 hours/week; 174 days | LT |
| Mindy Mayer Replacement/New | Educational Assistant 32.5 hours/week; 174 days | LT |
| Peter Mobeck Replacement | Social Studies Teacher 1.0 FTE | WLC |
| Joelle Ploog Replacement | Educational Assistant 32.5 hours/week; 174 days | SV |
| Melissa Rabe Replacement | Preschool Teacher Assistant 34.5 hours/week; 174 days | Community Ed |
| Colleen Reich Replacement | Grade 2 Teacher Long-Term Substitute | BV |
| Michelle Rist Replacement | Wildcat Preschool Teacher 34.5 hours/week; 174 days | Community Ed |
| Jeannine Schutte Replacement | Educational Assistant-SPED Long-Term Substitute | SV |
| Joshua Threlkeld Replacement | Social Studies Teacher 0.75 FTE | WLC |
| Mike Tibbetts New Position | Educational Assistant 32.5 hours/week; 174 days | BV |
| Jessica Vinkemeier Replacement | Educational Assistant-SPED 32.5 hours/week; 174 days | BV |
| Mackenzie Vogelgesang New Position | Educational Assistant 32.5 hours/week; 174 days | BV |
| Jacklyn Wagener Replacement | Educational Assistant-SPED Long-Term Substitute | WMS |
| Andrew Weierke Replacement | Educational Assistant-SPED 32.5 hours/week; 174 days | SV |

Employee Status Changes

Sarah Ackerman, Educational Assistant at 25 hours/week to 32.5 hours/week at SV.
David Aeling, Industrial Tech Teacher at WHS, add Full Year Overload assignment.

Kate Babcock, Educational Assistant at 21.25 hours/week to 32.5 hours/week at SV.
Michelle Backes, Educational Assistant at 19.5 hours/week to 22.5 hours/week at WMS.
Jodee Bass, Educational Assistant at 30 hours/week to 32.5 hours/week at BV.
James Bettcher, Guidance Counselor at WHS, add prep/curr writing for Work Experience class.
Rhonda Bjerke, from Teacher Asst at 35 hrs/wk to Kids' Co Site Lead at 40 hrs/wk in Community Ed.
Marie Bolton, Educational Assistant at 27.5 hours/week to 32.5 hours/week at LT.
Peter Brown, Agriculture Teacher at WHS, add Overload to Trimester 1.
Kristin Bruellman, Educational Assistant at 20 hours/week to 32.5 hours/week at BV.
Britta DeVinny, Science Teacher at 0.94 FTE to 1.0 FTE at WMS.
Sara Eischens, from Health Services Coordinator to Health Services Manager at ESC.
Carol Esser, Math Teacher at 0.75 FTE to 1.0 FTE at WLC.
Terry Gammell, Social Studies Teacher at WHS, add Overload to Trimester 1.
Kelly Gonzales, Kids' Company Lead seasonal to Kids' Company Lead at 30 hrs/wk in Community Ed.
Elizabeth Jacobs, from Media Assistant to Educational Assistant at LT.
Lizabeth Johnson, Educational Assistant at 25 hours/week to 32.5 hours/week at SV.
Cristina Kinkel, Educational Assistant at 20 hours/week to 32.5 hours/week at SV.
Michelle Langer, Educational Assistant at 30 hours/week to 32.5 hours/week at BV.
Alyssa Larsen, Social Studies Teacher at WHS, add Overload to Trimester 2.
Mark McKeever, Educational Assistant-SPED at 32.5 hours/week to 35 hours/week at WMS.
Pam Melchert, World Language Teacher at WHS, add Overload to Trimesters 1 & 2.
Carl Pierson, Social Studies Teacher at WHS, add Overload to Trimester 2.
Peggy Rajewsky, from Media Assistant at 31.25 hrs/wk to Educational Assistant at 32.5 hrs/wk at BV.
Anna Rosburg, Science Teacher at 0.94 FTE to Science and Math Teacher at 1.0 FTE at WMS.
Tyrel Seim, Social Studies Teacher at WHS, add Overload to Trimester 3.
Jennifer Steinhagen, Educational Assistant at 30 hours/week to 32.5 hours/week at LT.

Leaves of Absence

Dianne Breyer, High School Principal Secretary at WHS
Jodi Hunter, Mathematics Teacher at WHS.
Vanessa Lemmerman, Special Education Teacher at WMS.
Julie Lund, Educational Assistant at WMS.
Erin Treffry, Special Education Teacher at WMS.

Retirements/Resignations/Terminations

Kirsten Brown-Thor, Educational Assistant at SV.
Leah Gothmann, Kids' Company Aide in Community Ed.
Shirley Granlund, Administrative Assistant at SV.
Karen Greenwald, Speech Transliterater, WHS.
Emily Heger, Educational Assistant at WMS.
Stacey Hiltbrand, Educational Assistant at WHS.
Cammie Holcomb, Educational Assistant at BV.

Jane Masurka, Educational Assistant at SV.
Jason Paulson, Educational Assistant at LT.
Jennifer Retka-Wallace, Media and Digital Learning Coordinator at SV.
Wendi Smith, Educational Assistant at BV.
Debora Willsey, Educational Assistant at BV.
Alisa White, Custodial Cleaner at LT.
Jenna Wolff, ALC-Life Science Teacher at WLC.

5.B.2. Miscellaneous Wage Rates for Non-Benefit Eligible Positions

5.C. Receipts of Donation

- \$2,000 donated by First Equity Services for WHS Boys' / Girls' Soccer
- \$320 donated by American Legion Post for WHS Football
- \$135 donated by Brenda Grams for Cafe 110 Plateful Account in recognition of retiring teacher colleagues
- \$300 donated by Jeff Chrest for WHS Activities supplies
- \$500 donated by Brianna Ballard for ECFE classroom materials
- \$500 donated by Jeff & Kristi Widseth for WHS Ben Widseth Scholarship
- \$424 donated by Your Cause LLC Trustee for Wells Fargo to support WMS student activities
- \$24 donated by Your Cause Corporate Employee Giving Program for WMS student activities
- \$35 donated by Your Cause for BV general supplies
- \$50 donated by Your Cause for BV general supplies
- \$374 donated by Your Cause - Employee Giving Program for WMS activities

6. REPORTS

6.A. Student Representative Report

6.B. Finance Report

6.C. Superintendent's Report

6.C.1. Fundraising Proposal: Girls' Basketball / Swim & Dive

7. ACTION ITEMS

7.A. Levy Limit Certification for 2020 Payable 2021

Motion by Weinand to approve Levy Limit Certification for 2020 Payable 2021

Thom second

Roll call vote taken

All in favor

Motion carried

7.B. Second Read Board Policies

Motion by Weinand to approve second read of board policies
Bullis second
Roll call vote taken
All in favor
Motion carried

7.B.1. 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

7.B.2. 705 Waconia School District Investment Policy

7.B.3. 709 Student Transportation Safety Policy

7.B.4. 709 Form

7.B.5. 714 Fund Balances

7.B.6. 809 Naming Rights Policy (not MSBA)

7.B.7. 901 Community Education

7.B.8. 902 Facility Use

7.B.9. 903 AR Administrative Regulations (not MSBA)

8. DISCUSSION ITEMS

8.A. First Read Board Policies

8.A.1. Series 400 Personnel

8.A.1.a. 422 Policies Incorporated by Reference

8.A.2. Series 500 Students

8.A.2.a. 510 Student Activities

8.A.2.b. 515 Protection and Privacy of Pupil Records

8.A.2.c. 515 FORM

8.A.2.d. 515.2 Records Retention Schedule

8.A.2.e. 523 Policies Incorporated by Reference

8.A.2.f. 534 Sunday Night/Family Night

8.A.3. Series 700 Non-Instructional Operations

8.A.3.a. 711 Videotaping on School Buses

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations Committee
Geller reports work on Superintendent Goals is underway, will discuss at future work session.

9.B. Leadership & District Service Committee

9.C. Finance & Facilities Committee

Thom reports Governor's group final proposal is out – sent to Devine and Swanson

9.D. Policy & Advocacy Committee

9.E. Southwest Metro Intermediate District 288 Representative

Myers reports ongoing discussions about purchase of building are taking place

9.F. Teaching & Learning Advisory Council Representative

9.G. Community Education Advisory Council Representative

9.H. MSHSL Representative

9.I. Technology Committee Representative

9.J. District 110 Foundation Representative

9.K. Schools for Equity in Education (SEE) Representative

9.L. Carver County Elected Leaders Representative

9.M. City of Waconia Liaison

9.N. City of Minnetrista Liaison

9.O. City of Victoria Liaison

9.P. City of St. Bonifacius Liaison

9.Q. City of New Germany Liaison

10. ADJOURNMENT

Motion by Weinand to adjourn

Thom second

Roll call vote taken

All in favor

Motion carried.

Meeting adjourned at 8:24PM

5. **CONSENT AGENDA**

5.A. Bills and Wire Transfers

| CHECK NUMBER | VENDOR | CHECK DATE | CHE TYP | AMOUNT | POST MONTH |
|-----------------|--------------------------------|---------------|------------|-----------|---------------|
| 599318 | A & K REPAIR, INC | 09/17/2020 | R | 99.90 | September |
| 599319 | A-1 Stripes, Inc. | 09/17/2020 | R | 1,700.00 | September |
| 599320 | AFFINETY SOLUTIONS, INC | 09/17/2020 | R | 610.00 | September |
| 599321 | ALL IN ONE - TRANSLATION AGENC | 09/17/2020 | R | 315.00 | September |
| 599322 | ARROW BUILDING CENTER | 09/17/2020 | R | 68.00 | September |
| 599323 | AVIBEN | 09/17/2020 | R | 282.40 | September |
| 599324 | BAKEMARK USA LLC | 09/17/2020 | R | 631.57 | September |
| 599325 | BEST BUY BUSINESS ADV ACCT | 09/17/2020 | R | 18,190.63 | September |
| 599326 | BNR IRRIGATION SERVICES INC | 09/17/2020 | R | 2,047.05 | September |
| 599327 | BOLTON & MENK INC | 09/17/2020 | R | 680.00 | September |
| 599328 | BSN SPORTS LLC | 09/17/2020 | R | 504.83 | September |
| 599329 | CARVER COUNTY PARKS & RECREATI | 09/17/2020 | R | 339.20 | September |
| 599330 | CD PRODUCTS INC | 09/17/2020 | R | 3,085.00 | September |
| 599331 | CITY OF WACONIA | 09/17/2020 | R | 4,824.19 | September |
| 599332 | CLEARVIEW LAMINATING PRODUCT | 09/17/2020 | R | 579.00 | September |
| 599333 | CMS COMMUNICATIONS INC | 09/17/2020 | R | 1,737.00 | September |
| 599334 | CULLIGAN BOTTLED WATER | 09/17/2020 | R | 646.80 | September |
| 599335 | DACOTAH PAPER CO. | 09/17/2020 | R | 1,774.43 | September |
| 599336 | EASTERN CARVER COUNTY SCHOOLS | 09/17/2020 | R | 15,969.36 | September |
| 599337 | ECM PUBLISHERS, INC | 09/17/2020 | R | 725.05 | September |
| 599338 | GOLDSCHMIDT, SUE | 09/17/2020 | R | 300.00 | September |
| 599339 | GRAINGER | 09/17/2020 | R | 1,087.39 | September |
| 599340 | HILLYARD/HUTCHINSON | 09/17/2020 | R | 11,302.00 | September |
| 599341 | IMPACT LIVES INC | 09/17/2020 | R | 3,000.00 | September |
| 599342 | INDIANHEAD FS DISTRIBUTOR | 09/17/2020 | R | 2,701.45 | September |
| 599343 | INNOVATIVE OFFICE SOLUTIONS LL | 09/17/2020 | R | 489.95 | September |
| 599344 | INNOVATIONAL WATER SOLUTIONS I | 09/17/2020 | R | 1,878.00 | September |
| 599345 | JOSTENS | 09/17/2020 | R | 12.68 | September |
| 599346 | KULLY SUPPLY COMPANY | 09/17/2020 | R | 1,445.80 | September |
| 599347 | LAKESHORE LEARNING MATERIALS | 09/17/2020 | R | 35.65 | September |
| 599348 | LANDSCAPE STRUCTURES | 09/17/2020 | R | 22,373.08 | September |
| 599349 | LIGHTSPEED TECHNOLOGIES INC | 09/17/2020 | R | 28.00 | September |
| 599350 | LOFFLER COMPANIES | 09/17/2020 | R | 756.32 | September |
| 599351 | LVC COMPANIES INC | 09/17/2020 | R | 265.00 | September |
| 599352 | MASSP | 09/17/2020 | R | 1,730.00 | September |
| 599353 | MN ASSOC SECRETARIES TO PRINC | 09/17/2020 | R | 40.00 | September |
| 599354 | MN SAFETY COUNCIL | 09/17/2020 | R | 378.00 | September |
| 599355 | MONOPRICE INC | 09/17/2020 | R | 56.21 | September |
| 599356 | NOBLE CONSERVATION SOLUTIONS | 09/17/2020 | R | 1,059.12 | September |
| 599357 | PAN-O-GOLD BAKING CO | 09/17/2020 | R | 53.64 | September |
| 599358 | PIONEER MANUFACTURING CO | 09/17/2020 | R | 832.50 | September |
| 599359 | PLANSOURCE BENEFITS ADMIN INC | 09/17/2020 | R | 2,337.50 | September |
| 599360 | RANDYS ENVIRONMENTAL SERV | 09/17/2020 | R | 197.42 | September |
| 599361 | REALLY GOOD STUFF LLC | 09/17/2020 | R | 47.46 | September |
| 599362 | REINHART FOODSERVICE LLC | 09/17/2020 | R | 519.61 | September |
| 599363 | RESOURCES FOR EDUCATORS | 09/17/2020 | R | 249.00 | September |
| 599364 | ROCHESTER 100, INC | 09/17/2020 | R | 1,960.00 | September |
| 599365 | SCHOOL SPECIALTY, INC | 09/17/2020 | R | 18.26 | September |
| 599366 | STAPLES ADVANTAGE | 09/17/2020 | R | 897.93 | September |
| 599367 | STAR TRIBUNE | 09/17/2020 | R | 195.00 | September |
| 599368 | SUCCESS BY DESIGN, INC | 09/17/2020 | R | 342.93 | September |
| 599369 | SW PAVING, LLC | 09/17/2020 | R | 600.00 | September |
| 599370 | TEACHER'S DISCOVERY | 09/17/2020 | R | 271.20 | September |
| 599371 | TOLL GAS & WELDING SUPPLY | 09/17/2020 | R | 11.35 | September |
| 599372 | TORRES, RAFAEL | 09/17/2020 | R | 3,500.00 | September |
| 599373 | TRAINING HAUS | 09/17/2020 | R | 1,920.00 | September |

| CHECK NUMBER | VENDOR | CHECK DATE | CHE TYP | AMOUNT | POST MONTH |
|-----------------|--------------------------------|---------------|------------|-----------|---------------|
| 599374 | TREETOP PUBLISHING | 09/17/2020 | R | 202.13 | September |
| 599375 | TRIO SUPPLY COMPANY | 09/17/2020 | R | 1,161.40 | September |
| 599376 | WACONIA ROLL-OFF SERVICE | 09/17/2020 | R | 379.00 | September |
| 599377 | AMAZON CAPITAL SERVICES | 09/17/2020 | R | 25,896.36 | September |
| 599378 | AMERICAN TIME | 09/24/2020 | R | 548.66 | September |
| 599379 | ARCADIA SOLAR LLC | 09/24/2020 | R | 355.07 | September |
| 599380 | BEST BUY BUSINESS ADV ACCT | 09/24/2020 | R | 5,730.56 | September |
| 599381 | BJORKLUND COMPENSATION CONSULT | 09/24/2020 | R | 145.00 | September |
| 599382 | CD PRODUCTS INC | 09/24/2020 | R | 885.00 | September |
| 599383 | CROWN COLLEGE | 09/24/2020 | R | 34,159.60 | September |
| 599384 | CUMMINGS MOBILITY CONVERSIONS | 09/24/2020 | R | 750.00 | September |
| 599385 | DANIELLE ALEXANDER DESIGN LLC | 09/24/2020 | R | 1,925.00 | September |
| 599386 | DEMCO, INC | 09/24/2020 | R | 180.72 | September |
| 599387 | DOBBINS, JESSICA | 09/24/2020 | R | 175.00 | September |
| 599388 | ECM PUBLISHERS, INC | 09/24/2020 | R | 199.61 | September |
| 599389 | EDPUZZLE | 09/24/2020 | R | 1,188.00 | September |
| 599390 | EDUCATIONAL DESIGN LLC | 09/24/2020 | R | 69.00 | September |
| 599391 | EDUCATORS BENEFIT CONSULTANTS | 09/24/2020 | R | 461.63 | September |
| 599392 | EVERSONS HARDWARE HANK | 09/24/2020 | R | 467.72 | September |
| 599393 | FENNER, CHRISTINE | 09/24/2020 | R | 400.00 | September |
| 599394 | FLAGSHIP RECREATION | 09/24/2020 | R | 5,106.66 | September |
| 599395 | FLINN SCIENTIFIC | 09/24/2020 | R | 121.00 | September |
| 599396 | GIA PUBLICATIONS, INC | 09/24/2020 | R | 27.85 | September |
| 599397 | GRACENOTES, LLC | 09/24/2020 | R | 479.47 | September |
| 599398 | GRAINGER | 09/24/2020 | R | 1,681.93 | September |
| 599399 | GROTH MUSIC COMPANY | 09/24/2020 | R | 364.15 | September |
| 599400 | HALLERMANN, SARA | 09/24/2020 | R | 11.25 | September |
| 599401 | HILLYARD/HUTCHINSON | 09/24/2020 | R | 3,218.47 | September |
| 599402 | HOUGHTON MIFFLIN | 09/24/2020 | R | 2,849.50 | September |
| 599403 | INDIANHEAD FS DISTRIBUTOR | 09/24/2020 | R | 7,206.68 | September |
| 599404 | INGCO INT'L INC | 09/24/2020 | R | 2,001.05 | September |
| 599405 | INNOVATIVE OFFICE SOLUTIONS LL | 09/24/2020 | R | 3,408.01 | September |
| 599406 | LAGERGREN, CHRISTOPHER | 09/24/2020 | R | 100.00 | September |
| 599407 | LAKESHORE LEARNING MATERIALS | 09/24/2020 | R | 207.13 | September |
| 599408 | LEARNING A-Z | 09/24/2020 | R | 661.35 | September |
| 599409 | LOFFLER COMPANIES | 09/24/2020 | R | 362.60 | September |
| 599410 | MACKENTHUN'S FINE FOODS | 09/24/2020 | R | 373.62 | September |
| 599411 | MAIN SCOOP | 09/24/2020 | R | 45.00 | September |
| 599412 | MASPA/STATE NEGOTIATORS | 09/24/2020 | R | 110.00 | September |
| 599413 | MAYER LUMBER CO, INC | 09/24/2020 | R | 73.21 | September |
| 599414 | MEI TOTAL ELEVATOR SOLUTIONS | 09/24/2020 | R | 549.15 | September |
| 599415 | MINI BIFF LLC | 09/24/2020 | R | 84.66 | September |
| 599416 | MN HISTORICAL SOCIETY | 09/24/2020 | R | 4,600.00 | September |
| 599417 | MOUNTAIN STREAM SIGNS & SPORTS | 09/24/2020 | R | 599.72 | September |
| 599418 | MSBA | 09/24/2020 | R | 570.00 | September |
| 599419 | MSCA-MN SCHOOL COUNSELORS ASSN | 09/24/2020 | R | 120.00 | September |
| 599420 | MYSA | 09/24/2020 | R | 2,230.00 | September |
| 599421 | NICOL, BARBARA | 09/24/2020 | R | 3,000.00 | September |
| 599422 | NOBLE CONSERVATION SOLUTIONS | 09/24/2020 | R | 9,256.29 | September |
| 599423 | OFFICE DEPOT | 09/24/2020 | R | 85.10 | September |
| 599424 | OFFICE OF MNIT SERVICES | 09/24/2020 | R | 22.24 | September |
| 599425 | PETTY CASH | 09/24/2020 | R | 200.40 | September |
| 599426 | PLAINVIEW MILK PRODUCTS COOP | 09/24/2020 | R | 246.33 | September |
| 599427 | REALLY GOOD STUFF LLC | 09/24/2020 | R | 162.18 | September |
| 599428 | REINHART FOODSERVICE LLC | 09/24/2020 | R | 369.46 | September |
| 599429 | SCAN AIR FILTER, INC | 09/24/2020 | R | 2,136.50 | September |

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| 599430 | SCHOLASTIC, INC | 09/24/2020 | R | 968.66 | September |
| 599431 | SCHOOL DATABOOKS, INC | 09/24/2020 | R | 1,384.87 | September |
| 599432 | SCHOOL SPECIALTY, INC | 09/24/2020 | R | 222.25 | September |
| 599433 | SEESAW LEARNING INC | 09/24/2020 | R | 1,260.50 | September |
| 599434 | SFM | 09/24/2020 | R | 55,346.00 | September |
| 599435 | SHERWIN-WILLIAMS CO | 09/24/2020 | R | 1,331.80 | September |
| 599436 | STAPLES ADVANTAGE | 09/24/2020 | R | 260.77 | September |
| 599437 | SUPREME SCHOOL SUPPLY | 09/24/2020 | R | 149.22 | September |
| 599438 | TEACHER DIRECT | 09/24/2020 | R | 36.68 | September |
| 599439 | TEC21 EDUCATIONAL SERV | 09/24/2020 | R | 1,500.00 | September |
| 599440 | THEMES & VARIATIONS | 09/24/2020 | R | 149.95 | September |
| 599441 | TRIO SUPPLY COMPANY | 09/24/2020 | R | 1,957.21 | September |
| 599442 | TURNITIN LLC | 09/24/2020 | R | 5,895.00 | September |
| 599443 | UNITED FARMERS COOPERATIVE | 09/24/2020 | R | 6,131.57 | September |
| 599444 | UNIVERSITY OF OREGON | 09/24/2020 | R | 460.00 | September |
| 599445 | USA Security | 09/24/2020 | R | 7,713.63 | September |
| 599446 | VERNIER SOFTWARE | 09/24/2020 | R | 3,164.80 | September |
| 599447 | WAYNE DAUWALTER PLUMBING | 09/24/2020 | R | 300.00 | September |
| 599448 | WOYTCKE, KELLY | 09/24/2020 | R | 100.00 | September |
| 599449 | UNITED STATES TREASURY | 09/24/2020 | R | 379.82 | September |
| 599450 | AMAZON CAPITAL SERVICES | 09/25/2020 | R | 54,209.70 | September |
| 599451 | DISTRICT 110 FOUNDATION | 09/30/2020 | R | 10.00 | September |
| 599452 | EYE MED-FIDELITY SECURITY LIFE | 09/30/2020 | R | 2,105.46 | September |
| 599454 | MESSERLI & KRAMER PA | 09/30/2020 | R | 247.05 | September |
| 599455 | NCPERS GROUP LIFE INS | 09/30/2020 | R | 120.00 | September |
| 599456 | SCHOOL SERVICE EMPLOYEES | 09/30/2020 | R | 1,585.96 | September |
| 599457 | WACONIA EDUCATION ASSOCIATION | 09/30/2020 | R | 12,022.98 | September |
| 599458 | US POSTAL SERVICE | 10/01/2020 | R | 1,068.68 | October |
| 599459 | A-1 Stripes, Inc. | 10/01/2020 | R | 300.00 | October |
| 599460 | APPLE INC | 10/01/2020 | R | 3,740.00 | October |
| 599461 | AQUA LOGIC INC | 10/01/2020 | R | 230.76 | October |
| 599462 | BIFFS, INC | 10/01/2020 | R | 1,114.11 | October |
| 599463 | BLICK ART MATERIALS | 10/01/2020 | R | 821.91 | October |
| 599464 | BSN SPORTS LLC | 10/01/2020 | R | 999.48 | October |
| 599465 | CONTINENTAL CLAY COMPANY | 10/01/2020 | R | 548.54 | October |
| 599466 | COURT SURFACES & REPAIR INC | 10/01/2020 | R | 800.00 | October |
| 599467 | DACOTAH PAPER CO. | 10/01/2020 | R | 343.62 | October |
| 599468 | DELTA EDUCATION | 10/01/2020 | R | 103.56 | October |
| 599469 | DEMCO, INC | 10/01/2020 | R | 452.68 | October |
| 599470 | DISCOUNT SCHOOL SUPPLY | 10/01/2020 | R | 403.91 | October |
| 599471 | DOSSETT, NICOLE | 10/01/2020 | R | 33.25 | October |
| 599472 | ECM PUBLISHERS, INC | 10/01/2020 | R | 292.00 | October |
| 599473 | GRAINGER | 10/01/2020 | R | 170.54 | October |
| 599474 | GROTH MUSIC COMPANY | 10/01/2020 | R | 85.00 | October |
| 599475 | HAMPTON HALE, ANGELA | 10/01/2020 | R | 250.00 | October |
| 599476 | HEINEMANN | 10/01/2020 | R | 2,374.00 | October |
| 599477 | HILLYARD/HUTCHINSON | 10/01/2020 | R | 1,469.86 | October |
| 599478 | HUMANEX VENTURES | 10/01/2020 | R | 1,700.00 | October |
| 599479 | ID WHOLESALER | 10/01/2020 | R | 190.94 | October |
| 599480 | IEA, INC | 10/01/2020 | R | 2,809.07 | October |
| 599481 | INDIANHEAD FS DISTRIBUTOR | 10/01/2020 | R | 8,355.01 | October |
| 599482 | INGCO INT'L INC | 10/01/2020 | R | 663.20 | October |
| 599483 | INNOVATIVE OFFICE SOLUTIONS LL | 10/01/2020 | R | 636.23 | October |
| 599484 | JB PAINT AND FINISH CO. | 10/01/2020 | R | 4,200.00 | October |
| 599485 | JLR GARAGE DOOR SERVICE INC | 10/01/2020 | R | 256.30 | October |
| 599486 | JUNGWIRTH, JODI | 10/01/2020 | R | 134.00 | October |

| CHECK NUMBER | VENDOR | CHECK DATE | CHE TYP | AMOUNT | POST MONTH |
|-----------------|--------------------------------|---------------|------------|------------|---------------|
| 599487 | JW MECHANICAL LLC | 10/01/2020 | R | 14,905.00 | October |
| 599488 | KOCH SCHOOL BUS SERVICE, INC | 10/01/2020 | R | 185,130.40 | October |
| 599489 | LAKESHORE LEARNING MATERIALS | 10/01/2020 | R | 84.80 | October |
| 599490 | LICHTENWALTER, KIMBERLY | 10/01/2020 | R | 85.00 | October |
| 599491 | MATTSON, RICHARD | 10/01/2020 | R | 85.00 | October |
| 599492 | MICHCO | 10/01/2020 | R | 220.07 | October |
| 599493 | MN SECRETARY OF STATE-NOTARY | 10/01/2020 | R | 120.00 | October |
| 599494 | MOUNTAIN STREAM SIGNS & SPORTS | 10/01/2020 | R | 567.27 | October |
| 599495 | MYSA | 10/01/2020 | R | 152.00 | October |
| 599496 | NASCO | 10/01/2020 | R | 259.52 | October |
| 599497 | NEAL SLATE CO | 10/01/2020 | R | 816.00 | October |
| 599498 | NEW IMAGES DECK CONSTR INC | 10/01/2020 | R | 2,050.00 | October |
| 599499 | OCCUPATIONAL HLTH CNTRS MN PC | 10/01/2020 | R | 246.00 | October |
| 599500 | OFFICE DEPOT | 10/01/2020 | R | 232.47 | October |
| 599501 | PAINTING BY BRUSH | 10/01/2020 | R | 3,900.00 | October |
| 599502 | PINNACLE WOODWORKING | 10/01/2020 | R | 2,500.00 | October |
| 599503 | REALLY GOOD STUFF LLC | 10/01/2020 | R | 112.18 | October |
| 599504 | SCHOOL SPECIALTY, INC | 10/01/2020 | R | 1,480.87 | October |
| 599505 | STARR, CHRISTINE | 10/01/2020 | R | 2,030.00 | October |
| 599506 | STORMS WELDING & MFG INC | 10/01/2020 | R | 2,991.31 | October |
| 599507 | SUPREME SCHOOL SUPPLY | 10/01/2020 | R | 48.82 | October |
| 599508 | TRIO SUPPLY COMPANY | 10/01/2020 | R | 12,510.30 | October |
| 599509 | TWIN CITY HARDWARE | 10/01/2020 | R | 594.67 | October |
| 599510 | UHL CO | 10/01/2020 | R | 5,323.58 | October |
| 599511 | WACONIA COMFORT | 10/01/2020 | R | 12,010.00 | October |
| 599512 | AMAZON CAPITAL SERVICES | 10/01/2020 | R | 6,990.95 | October |
| 599513 | LIFE INS CO OF NORTH AMERICA | 10/02/2020 | R | 10,218.95 | October |
| 599514 | ACCO BRANDS USA LLC | 10/07/2020 | R | 371.55 | October |
| 599515 | BEARCOM WIRELESS WORLDWIDE | 10/07/2020 | R | 2,286.95 | October |
| 599516 | BLICK ART MATERIALS | 10/07/2020 | R | 280.34 | October |
| 599517 | BNR IRRIGATION SERVICES INC | 10/07/2020 | R | 2,141.08 | October |
| 599518 | BSN SPORTS LLC | 10/07/2020 | R | 5,255.36 | October |
| 599519 | BURAU, ROSS | 10/07/2020 | R | 303.00 | October |
| 599520 | CARVER COUNTY FINANCE | 10/07/2020 | R | 36,990.03 | October |
| 599521 | CENGAGE LEARNING INC | 10/07/2020 | R | 4,800.00 | October |
| 599522 | COLONY PLAZA, INC | 10/07/2020 | R | 14.65 | October |
| 599523 | CPI | 10/07/2020 | R | 150.00 | October |
| 599524 | ECM PUBLISHERS, INC | 10/07/2020 | R | 252.30 | October |
| 599525 | EDUCATIONAL THEATRE ASSOC | 10/07/2020 | R | 129.00 | October |
| 599526 | FIRST ST CONSTRUCTION & REMODE | 10/07/2020 | R | 26,006.92 | October |
| 599527 | FRANKLIN PRINTING INC | 10/07/2020 | R | 88.67 | October |
| 599528 | GRAINGER | 10/07/2020 | R | 1,064.74 | October |
| 599529 | HELEN SOLAR LLC | 10/07/2020 | R | 6,095.41 | October |
| 599530 | HILLYARD/HUTCHINSON | 10/07/2020 | R | 4,455.05 | October |
| 599531 | HOUGHTON MIFFLIN | 10/07/2020 | R | 3,509.25 | October |
| 599532 | INDIANHEAD FS DISTRIBUTOR | 10/07/2020 | R | 13,701.98 | October |
| 599533 | INFOBASE LEARNING | 10/07/2020 | R | 401.55 | October |
| 599534 | INGCO INT'L INC | 10/07/2020 | R | 50.00 | October |
| 599535 | INNOVATIVE OFFICE SOLUTIONS LL | 10/07/2020 | R | 281.31 | October |
| 599536 | INNOVATIONAL WATER SOLUTIONS I | 10/07/2020 | R | 1,157.00 | October |
| 599537 | LOFFLER COMPANIES | 10/07/2020 | R | 3,109.44 | October |
| 599538 | MASMS | 10/07/2020 | R | 250.00 | October |
| 599539 | MCDONOUGH, TIM | 10/07/2020 | R | 900.00 | October |
| 599540 | MSBA | 10/07/2020 | R | 50.00 | October |
| 599541 | OFFICE DEPOT | 10/07/2020 | R | 24.33 | October |
| 599542 | PINNACLE WOODWORKING | 10/07/2020 | R | 430.00 | October |

| CHECK NUMBER | VENDOR | CHECK DATE | CHE TYP | AMOUNT | POST MONTH |
|-----------------|----------------------------------|---------------|------------|--------------|---------------|
| 599543 | RENAISSANCE | 10/07/2020 | R | 2,775.00 | October |
| 599544 | RIVERSIDE INSIGHTS | 10/07/2020 | R | 1,310.40 | October |
| 599545 | RUPP, ANDERSON, SQUIRES&WALDSPUR | 10/07/2020 | R | 6,086.50 | October |
| 599546 | SFGFII, LLC | 10/07/2020 | R | 17,681.39 | October |
| 599547 | SONOVA USA INC | 10/07/2020 | R | 3,368.99 | October |
| 599548 | STEP SAVER, INC | 10/07/2020 | R | 110.63 | October |
| 599549 | T-MOBILE | 10/07/2020 | R | 1,161.04 | October |
| 599550 | TEACHERS SYNERGY, LLC | 10/07/2020 | R | 42.99 | October |
| 599551 | TIERNEY BROS | 10/07/2020 | R | 59.00 | October |
| 599552 | TITAN ENERGY SYSTEMS INC | 10/07/2020 | R | 2,033.67 | October |
| 599553 | TRIO SUPPLY COMPANY | 10/07/2020 | R | 609.01 | October |
| 599554 | US BANK | 10/07/2020 | R | 900.00 | October |
| 599555 | US POSTAL SERVICE | 10/07/2020 | R | 1,104.66 | October |
| 599556 | WACONIA CHAMBER OF COMMERCE | 10/07/2020 | R | 50.00 | October |
| 599557 | WINSTED SOLAR LLC | 10/07/2020 | R | 7,340.04 | October |
| 599558 | AMAZON CAPITAL SERVICES | 10/08/2020 | R | 8,100.25 | October |
| 202000192 | INTERNAL REVENUE SERVICE | 08/31/2020 | W | 195.08 | September |
| 202000193 | MN DEPT OF REVENUE | 08/31/2020 | W | 35.09 | September |
| 202000194 | BLUE CROSS AND BLUE SHIELD OF | 09/15/2020 | W | 307,594.29 | September |
| 202000196 | EDUCATIONAL SUPPORT PARA UNION | 09/15/2020 | W | 0.00 | September |
| 202000197 | INTERNAL REVENUE SERVICE | 09/15/2020 | W | 270,176.62 | September |
| 202000198 | MN CHILD SUPPORT PYMT CENTER | 09/15/2020 | W | 356.00 | September |
| 202000199 | MN DEPT OF REVENUE | 09/15/2020 | W | 44,447.41 | September |
| 202000200 | MN TEACHERS RETIREMENT ASSN | 09/15/2020 | W | 137,187.83 | September |
| 202000201 | PERA | 09/15/2020 | W | 41,651.68 | September |
| 202000202 | EDUCATORS BENEFIT CONSULTANTS | 09/15/2020 | W | 59,690.41 | September |
| 202000203 | FURTHER | 09/15/2020 | W | 6,703.71 | September |
| 202000204 | BLUE CROSS AND BLUE SHIELD OF | 09/30/2020 | W | 165,286.30 | September |
| 202000206 | EDUCATIONAL SUPPORT PARA UNION | 09/30/2020 | W | 15.35 | September |
| 202000207 | INTERNAL REVENUE SERVICE | 09/30/2020 | W | 272,973.78 | September |
| 202000208 | MN CHILD SUPPORT PYMT CENTER | 09/30/2020 | W | 356.00 | September |
| 202000209 | MN DEPT OF REVENUE | 09/30/2020 | W | 43,768.93 | September |
| 202000210 | MN TEACHERS RETIREMENT ASSN | 09/30/2020 | W | 136,427.66 | September |
| 202000211 | PERA | 09/30/2020 | W | 48,723.68 | September |
| 202000212 | EDUCATORS BENEFIT CONSULTANTS | 09/30/2020 | W | 60,547.17 | September |
| 202000213 | FURTHER | 09/30/2020 | W | 6,670.41 | September |
| 202000223 | NORTHLAND TRUST SERV INC | 09/25/2020 | W | 7,172,274.17 | September |
| 202000224 | XCEL ENERGY | 09/04/2020 | W | 74.15 | September |
| 202000225 | CENTERPOINT ENERGY | 09/04/2020 | W | 5,515.09 | September |
| 202000226 | AT&T MOBILITY | 09/08/2020 | W | 448.99 | September |
| 202000227 | SPRINT WIRELESS | 09/11/2020 | W | 763.01 | September |
| 202000228 | QUADIENT FINANCE USA, INC | 09/25/2020 | W | 1,000.00 | September |
| 202000229 | T-MOBILE | 09/11/2020 | W | 440.34 | September |
| 202100004 | TURNQUIST, ANDREA | 10/01/2020 | A | 25.27 | October |
| 202100005 | DELANEY, DAVID | 10/08/2020 | A | 160.06 | October |
| 202100006 | DEVAAN, KHUZANA | 10/08/2020 | A | 298.87 | October |
| 202100007 | HALLERMANN, SARA | 10/08/2020 | A | 64.98 | October |
| 202100008 | HILL, JACQUELINE | 10/08/2020 | A | 75.00 | October |
| 202100009 | MAISER, THOMAS | 10/08/2020 | A | 75.00 | October |
| 202100010 | MEUFFELS, JUDY | 10/08/2020 | A | 121.62 | October |
| 202100011 | MEUFFELS, THOMAS | 10/08/2020 | A | 106.74 | October |
| 202100012 | SELTZ, ANDREW | 10/08/2020 | A | 37.96 | October |
| 202100013 | STORMS, DENISE | 10/08/2020 | A | 82.80 | October |
| 202100014 | VANDERLINDE, LEE | 10/08/2020 | A | 150.00 | October |

Totals for checks 9,656,652.90

FUND SUMMARY

| <u>FUND</u> | <u>DESCRIPTION</u> | <u>BALANCE SHEET</u> | <u>REVENUE</u> | <u>EXPENSE</u> | <u>TOTAL</u> |
|-------------|-------------------------|----------------------|----------------|----------------|--------------|
| 01 | General | 1,488,699.87 | 1,780.23 | 7,953,529.24 | 9,444,009.34 |
| 02 | Food Service | 59,505.48 | 0.00 | 53,257.28 | 112,762.76 |
| 04 | Community Service | 81,470.70 | 923.25 | 16,586.85 | 98,980.80 |
| 07 | Debt Redemption | 0.00 | 0.00 | 900.00 | 900.00 |
| *** | Fund Summary Totals *** | 1,629,676.05 | 2,703.48 | 8,024,273.37 | 9,656,652.90 |

***** End of report *****

5.B. Human Resource Items:

**Waconia Public Schools
Independent School District No. 110
Waconia, Minnesota**

BOARD OF EDUCATION

Regular Meeting – October 12, 2020

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resource Recommendations

ITEM ADDED BY: Sonya Sailer, Director of Human Resources

Employment

| | | |
|---------------------------------------|---|--------------|
| David Eggers New | Custodial Cleaner 8 hours/day; 261 days | SV |
| Lindsay Hackman Replacement | Special Education Teacher Long-term substitute | WMS |
| Jaclyn Haug Replacement | Educational Assistant 6.5 hours/day; 174 days | LT |
| Tara Jones Replacement | Educational Assistant 7.5 hours/day; 174 days | WHS |
| Ilaria Martinez Replacement | Custodial Cleaner 8 hours/day; 261 days | WMS |
| Tessa Paulson New Position | Kids' Company Aide Part-time; hours will vary | Community Ed |
| Freddy Villegas Replacement | Custodial Cleaner 8 hours/day; 261 days | WMS |

Employee Status Changes

Lynette Alger, Guidance Counselor at WHS, add Overload to Trimester 1.

Joseph Gray, Kids' Company Lead from part-time to 30 hours/week in Community Ed.

Jessica Grengs, from Seasonal Kids' Company Lead to Kids' Company Lead 19 hours/wk in Comm Ed.

Mike Gunderson, Educational Assistant at 10 hours/week to 15 hours/week at LT.

Jessica Vinkemeier, Educational Assistant at 32.5 hours/week to 33.75 hours/week at BV.

Leaves of Absence

Kristine Schultz, Special Ed Teacher at SV.

Philip Snyder, Music Teacher at MS.

Retirements/Resignations/Terminations

Erica Bennett, Assistant Head Cook at WHS.

Debra Ober, Human Resources Administrative Assistant at ESC.

Sherri Pierson, SPED Due Process Clerk at ESC.

It is recommended that the ISD 110 Board of Education approve the above human resource actions as proposed.

5.C. Approve Assurance of Compliance Certificate

Assurance of Compliance

0110-01 Waconia Public School District
-INFORMATION NEEDED TO EVIDENCE COMPLIANCE-
School Year: 20-21

* - indicates required fields.

Contact Us
 Virginia Davis

E-mail:
 mde.compliance-assistance@state.mn.us

Phone: 651-582-8338

Address:
 1500 Highway 36 West, Roseville, MN
 55113

Coordinator Identification Information

| | Human Rights Coordinator | Title IX Coordinator | 504 Coordinator |
|--------------------------|--------------------------|----------------------|---------------------|
| Name* | Sonya Sailer | Sonya Sailer | Paul Tordoff |
| Telephone Number* | 952-442-0645 | 952-442-0645 | 952-442-0600 |
| Fax Number* | 952-442-0639 | 952-442-0639 | 952-442-0639 |
| E-Mail Address* | ssailer@isd110.org | ssailer@isd110.org | ptordoff@isd110.org |

Mandated Reporter Training

Minnesota Statutes, section 626.556, subd. 12. Districts must inform all mandated reporters of the duties.

I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.

Date of Verification
 08/24/2020

Document Submittal Verification

Does MDE have current and accurate copies of the following documents?
 Please submit updated policy if revised since Last Submitted Date.

| Document | Last Submitted Date | Upload Document |
|--------------------------------|---------------------|--|
| Harassment and Violence policy | 10/15/2019 | Select file: <input type="button" value="Choose File"/> 413-harassm...c-2019.pdf |

District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

Federal Laws:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.
- Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
- Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).
- Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).

- Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.
- The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.
- Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).
- The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).
- The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).
- Prohibition of Discrimination Based on Blindness (20 USC § 1684).

State Laws:

- The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.
- Minnesota Statutes, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.
- Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
- Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.
- Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.
- Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

By clicking "Submit" you are affirming that these laws are available in each building in the district, that the information that you have provided is accurate, and that you have the authority to submit this assurance on behalf of the district.

NOTE: When data entry is complete, click "Submit" to send data to The State Department of Education.

5.D. Receipts of Donation

- \$100 donated by Anonymous for WHS Girls Swim Team
- \$2,775 donated by Laketown PTO for Freckle Math subscription
- \$50 donated by Anonymous for Cafe 110 Plateful Account
- \$30 donated by The Blackband Giving Fund for BV Instructional Supplies
- \$500 donated by Thomson Reuters/Gingras for LT books purchase
- \$48 donated by Your Cause Giving Program for WMS

6. **REPORTS**

6.A. Student Representative Report

Presenter: Cameron McCabe, Riley Woodle

6.B. Finance Report

Presenter: Pat Devine,
Superintendent

6.C. Superintendent's Report

Presenter: Pat Devine,
Superintendent

LEADERSHIP HIGHLIGHTS

October 2020

Elementary:

We are off to a solid start both in our Learning Pod Model and 100% Online Distance Learning Model. Both models provide our students with safe learning experiences, opportunities to build and maintain a sense of community and engage in learning activities that meet state standards.

Fall Fundraiser: Bayview Elementary, Laketown Elementary and Southview Elementary share sincere gratitude with our elementary families for your support of our Fall Fundraisers. Due to strong family participation, we are able to Engage, Enhance, and Expand school programming at all our sites.

Health and Wellness: At the elementary level, we are partnering with Cycle Health to create a new cycle of health and wellness. This program empowers our learners to experience year-round wellness. Learners are offered a wellness challenge for each season, plus, three world class adventure races. Elementary schools are providing families with this opportunity via our weekly newsletters.

Faculty Focus: Elementary Teachers continue to engage in Professional Learning Communities during our scheduled Distance Learning Days. We are working as teams across all three elementary schools for pacing and prioritizing standards for learning. Elementary Teachers are also working in Professional Learning Communities within each Learning Pod to coordinate learning activities between members of the Learning Pod which includes 2 teachers and an Educational Assistant.

Parent/Teacher Conferences: We continue to have strong parent support and attendance at conference time. Fall conferences are used to explain fall assessments to parents and set up goals and expectations for the upcoming school year.

A Month of Gratitude

The first Monday of each month is an invitation to practice GRATITUDE ~ Saying Thank you and Being Thankful!

Middle School:

We have experienced many successes as well as many areas to grow in as we are now a bit past the mid-quarter at WMS. We are continually thankful to have 6th-grade students fully

on-site and to at least have 7th and 8th grade on-site 2 days a week. Many 7th and 8th grade students still comment about wanting to be here full-time. Distance teaching middle school students continues to be challenging and we are working with teachers and families to engage and support students that are struggling in the hybrid or distance model. Our teachers are doing great things and working really hard to support students.

WMS Parent/Teacher conferences were virtually hosted on Thursday, Oct. 1st and, Monday, October 12th. Conferences were conducted in a safe, virtual model this year that eliminated having families on-site. Although staff members enjoy the opportunity to meet most of the parents/guardians during the first fall conferences, it was not possible this year. We also are asked families to scrutinize the need for a parent-teacher conference due to limited time slots. Scheduled conferences were in 10-minute time slots, eliminating shorter check-ins during standard arena-style conferences. This was also our first experience using the Pick-a-Time scheduler for sign-ups and we will evaluate how things went once conferences are complete. A big thank you to the WMS PTO for providing snacks and a meal to WMS teachers on the nights of conferences.

Student pictures with a new vendor, Josten's, took place on three separate days to accommodate, on-site, distance, and hybrid students. Parents have commented about the benefits of being able to view the pictures online ahead of ordering them. We have been very satisfied with the customer service from Josten's.

WMS families have been asked to support the Waconia Middle School PTO in their annual fundraiser, One & Done. It might be the most basic and simple fundraiser ever. Parents/Guardians are asked to simply write out one \$20 check to the WMS PTO and be done for the year. 100% of the donation goes directly to the WMS PTO fund. This fundraiser allows the PTO to accomplish annual goals without door-knocking, selling, or taking away instructional time. The PTO group counts on financial support from the One and Done to help current and future programs continue to grow.

High School:

WHS will be holding Parent Teacher conferences on October 12 and October 21. All conferences will be held virtually with parents signing up for a block time with their students' teachers. This will be our first attempt at virtual conferencing and we're excited to offer this opportunity to our parents.

The WHS Student Council has announced plans for a Spirit Week, October 19-23. The week will include dress-up days and each grade will be represented as a part of the Spirit Week court. The days are: Monday-Comfy Day, Tuesday-College DAY, Wednesday-Jersey Day/Unity Day (Anti-Bullying), Thursday-Hawaiian Day, Friday-Waconia Spirit Day.

We are pleased to announce that two WHS seniors have been recognized by the College Board for their performance on the PSAT test. Bram Fitzsimmonds was recognized as a National Merit Commended Scholar, which places him in the top 3% of the 1.5 million juniors who took

the test last year. Kate Ulrich was recognized as a National Merit Semifinalist, which places her in the top 1% of the 1.5 million juniors who took the test last year. Kate will advance to the next round of the selection process in hopes of being named a National Merit Finalist.

Activities: www.waconiaathletics.com

Fall volleyball and football teams are back in action! Regular season comes to a close for our tennis, cross country, swim & dive and soccer teams. Girls tennis finished their season vs Chaska in section play this past Monday. Congrats to all 24 female student athletes that took part and represented Waconia well in our inaugural Wildcat tennis season! Congratulations to our Girls and Boys Soccer teams on securing the WCC East conference championship title by defeating New Prague on Thursday evening. Section competition begins on Tuesday for our Wildcat soccer programs. Our Boys and Girls Cross Country team also takes part in sections on Tuesday at Gale Woods Farm and our Swim and Dive team head into section competition on Oct 24th, Go WILDCATS!

Community Ed:

Our Early Childhood programs are off to a great start! The kids and teachers have been doing a great job with all of the guidelines that were put into place this year due to COVID. It is so good to have kids back in our building!

Our fall recreation programs are wrapping up. Our fall soccer and football seasons are wrapping up the week of October 12. The volleyball season will end on October 31. Community Ed live streamed some volleyball games for parents to be able to watch from home. This was very well received by families.

Registration has opened for our youth basketball program as well. Wrestling information will be out in the next couple of weeks.

Human Resources:

All Minnesota school districts must complete and submit an annual Assurance of Compliance to the Minnesota Department of Education (MDE) by November 15. School districts are required to complete this process to assure compliance with state and federal laws prohibiting discrimination. By completing the Assurance of Compliance, the School District is providing written assurance that it does not discriminate in its use of funds provided through both the federal and state government and that all mandated reporters have been informed of their mandated reporting duties under the state law. Our School District is in compliance with the requirements and will verify that compliance to the MDE through the electronic submission process.

The School District's Insurance Advisory Committee held its first meeting of the 2020-2021 school year last week. The Committee is comprised of employees from across the district representing all employee groups. The purpose of the Committee is to collaboratively work together to ensure the district's insurance benefits meet the diverse needs of all employees.

Committee members learn about the often complex topic of insurance together, which allows open communication and a common goal of obtaining the best possible results.

Student Services:

Special education services are starting to settle into place in our new models. It is really great to have these students back in the buildings. We continue to have a few areas that need addressing and are working towards solutions. Middle school and high school special education staff have begun implementing additional support for some identified students. Early Childhood Special Education (ECSE) beginning year 3 of Pyramid Model implementation. According to our special education data system, we have 747 students on IEPs in Waconia (birth to age 21).

Cafe #110:

“The Barn,” an external 20’x20’ walk-in freezer located at the WHS, was completed and turned on last week. The Flour Shop is making Farm to School items like Bagel Bites, Hamburgers, Meatballs, Cookies, Fresh Pastas, and other ala Carte items using local ingredients that will be stockpiled in the freezer then transported to all district kitchens.

Superintendent:

Delivering Education in a Pandemic is Challenging yet forms Great Partnerships

ISD ONE10 continues to adhere to the [state requirements](#) as we deliver the best and safest academic environment possible. The partnership with parents, staff and students has been amazing. We realize that the educational environment during a pandemic can be stressful and overwhelming and, sometimes, it can be hard to feel connected and engaged. We want to make sure that we are providing the proper support and that is why we have safeguards in place to ensure positive mental health and well-being of all our students, staff and families. We will continue to work together to help each other, especially when we see students and/or staff struggling and needing support. Together we will get through this.

Each week we continue to watch the [Carver County Covid-19 numbers](#) to monitor which school scenario we should offer. The hybrid model is required for ONE10 and is the safest model for us according to our numbers. We also watch for positive cases of Covid-19 with students and staff. As of 10/8/20, ISD ONE10 has had two positive Covid-19 cases reported. The “need to know” communication protocols and the contact tracing to ensure all are safe has proven to be very effective. We will always uphold student and staff data privacy when dealing with Covid-19 cases. We are thankful our ONE10 community continues to place students and staff safety in and outside of school as a priority.

We are so thankful that we are able to continue offering daily in-person instruction to our K-6 students and to have our 7-12 students on campus at least two days a week. We know that the

restrictions due to Covid-19 set by MDE/MDH/CDC and the Governor's Executive Orders have moved students, staff and parents into a new way of working together to educate students. Anything new is always hard and we will have growing pains as we move forward. The extra stress that can come from this newness can be overwhelming. We will continue to work with students, parents and staff to make the adjustments needed to help support our students' success. The Ed Minnesota Break is a welcome break in this new routine and will hopefully give all a chance to rejuvenate as we journey through these challenging times.

Levy 2020

ISD 110's Levy 2020 informational campaign is in full swing. To date, I have delivered more than 25 presentations to share information about our proposed operating levy that will be on the November 3rd ballot. I will continue to provide this information over the next month to any and all who would like a virtual or properly social distanced, in-person presentation. If anyone would like to schedule a presentation, please contact: Levy2020@isd110.org / (952) 442-0611.

We have a wealth of information about the [Levy 2020](#) on our website, including, a tax calculator; details of our financial situation and, why Levy 2020 is on the ballot. An informational CommuniCAT was sent to all voters last week and the official sample ballot is being sent out to all voters this week. Levy 2020 information is also being placed on our social media channels right up to election day.

We have communicated our financial situation over the past 18 months and know the \$410 per student operating levy is needed to maintain our current programming. We know that we need to raise revenue through Levy 2020 or we will need to make dramatic reductions in programming at ONE10.

On November 3, ONE10 voters have an opportunity to determine the future of Waconia Public Schools.

[Operating Levy Town Hall Presentation Video](#)

Quick Review of Information from this Week:

- MDE/MDH has set new guidelines for spectators to indoor events. We are communicating the impact of this to our parents. Those that are not able to attend can watch our students compete through an online streaming service at prepspotlight.tv.
- The ONE10 student numbers hold strong during the pandemic. We have only had approximately 50 students less than budgeted not attend ONE10 due to the pandemic which is right at a 1.5% reduction. We are holding at about 8% students that are selecting Distance Learning, which is about 350 students out of our 4036 students. During our first date for making a scenario switch we had 22 students move from Hybrid to Distance Learning and 27 students move from Distance Learning to Hybrid, K-12.

- The SEE Legislative Committee is establishing the 2021 Legislative Priorities for the upcoming session. I am the current chairperson of this committee. Cathy Thom and Dana Geller are active members.
- For those interested, there is a local free virtual event called “Building a Culture of Anti-Racism”, taught by Dr. Tim Berry on October 26, 27, and 29, Monday, Tuesday and Thursday 6:00 - 8:30 PM. Register at <http://bit.ly/RoadToRacialJusticeOctober>
- The MDE School Finance Working Group is prioritizing the group’s recommendations regarding Minnesota school finance challenges. The final report will go to Commissioner Ricker and become public in November. Previous presentations and other information can be found on the working group website: [School Finance Working Group website](#)
- USDA plans to continue the free lunch program for the remainder of the school year. All students under 18 will be provided with a free meal from Cafe’ #110. [Sign-Up Here](#)
- ISD ONE10 asked for each of the six school board candidates to submit an introductory video, so voters can be informed more about them. So far we have received and posted videos from Dana Geller, Seth Waterhouse, Mark Murphy and Alycia Myers. If received we will post the videos of Luke DeBoer and Amanda Hayford. Link: [ONE10 Candidates](#)

**We are SoThankful for all that continue to make ONE10
a Great Place for Kids!! WE Are ONE10!!**

7. **ACTION ITEMS**

7.A. Dean Lakes Joint Powers Agreement

JOINT POWERS AGREEMENT

EDUCATION FACILITY IN SHAKOPEE, MINNESOTA

This Agreement is made and entered into this 15th day of September, 2020, by and among Independent School District No. 2905 (Tri-City United), Independent School District No. 716 (Belle Plaine), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake-Savage), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), Independent School District No. 108 (Central Public Schools), Independent School District No. 112 (Eastern Carver County Schools), Independent School District No. 110 (Waconia), Independent School District No. 111 (Watertown-Mayer), Independent School District No. 877 (Buffalo-Hanover-Montrose) and SouthWest Metro Intermediate School District No. 288 (hereinafter referred to as “SWMetro”), all being school districts and governmental units of the State of Minnesota. Each of the independent school districts shall hereinafter be referred to as a “Participating Independent District” or collectively the “Participating Independent Districts.” The Participating Independent Districts and SWMetro shall hereinafter collectively be referred to as the “Collaborating Districts.”

RECITALS

WHEREAS, SWMetro provides special education and related services, alternative education programs, career and technical education, adult basic education, and other education-related programs and services to children who are enrolled in the Participating Independent Districts; and

WHEREAS, the Participating Independent Districts are members of SWMetro; and

WHEREAS, at the present time, many of the education-related programs and services provided by SWMetro are located at various sites and facilities in or about the western and southwestern Twin Cities metro area; and

WHEREAS, the parties hereto desire to cooperatively and jointly exercise their powers to establish a framework to finance the acquisition, renovation, equipping and betterment of real property located at 4601 Dean Lakes Blvd, in the City of Shakopee, County of Scott, Minnesota, together with buildings, structures, personal property, fixtures, and other improvements erected or placed thereon, including without limitation, that certain commercial building consisting of approximately 100,000 square feet (hereinafter the "Education Facility") located thereon and to establish parameters for the maintenance and use of the Education Facility, which shall be used by SWMetro to provide special education and related services, alternative education programs, career and technical education, adult basic education, and other services to the Participating Independent Districts, pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AUTHORITY; PURPOSE

Section 1. AUTHORITY. This Agreement is entered into by and among the Collaborating Districts pursuant to Minn. Stat. § 471.59, which authorizes two or more governmental units, by agreement entered into through action of their governing bodies,

to jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

Section 2. PURPOSE. The purpose of this Agreement is to establish a framework to finance the acquisition of real property and the renovation, betterment and equipping of the Education Facility, and to establish parameters for the maintenance and use of the Education Facility, which shall be used by SWMetro to provide special education and related services, alternative education programs and other education-related programs and services to the Participating Independent Districts.

ARTICLE II GOVERNANCE

Section 1. GOVERNING BOARD. SWMetro was created pursuant to authority granted by the Minnesota legislature in 2015, see Minn. Stat. § 136D.41, and pursuant to a certain Joint Powers Agreement dated July 1, 2016 (the “SWMetro Agreement”), as amended. The member districts of SWMetro are the Participating Independent Districts in this Agreement. The control and management of SWMetro is vested in a Governing Board established pursuant to Article II, Section 1 of the SWMetro Agreement. The Governing Board has the authority to function as an entity separate and apart from any of the Participating Independent Districts and generally to act in furtherance of the Participating Independent Districts’ joint interests and intentions hereunder.

Section 2. POWERS OF THE GOVERNING BOARD. The Governing Board has the general charge of the business of SWMetro and the ownership of its facilities, fixtures and personal property. The Governing Board shall take such action as it deems necessary and proper to accomplish the purposes of SWMetro, or any other action

necessary and incidental to the implementation of said purposes or actions. The Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the establishment, operation, management, maintenance, and control of the Education Facility.

ARTICLE III

MAINTENANCE AND UTILITIES

Section 1. MAINTENANCE OF EDUCATION FACILITY GROUNDS. SWMetro shall be responsible for usual and customary maintenance of the Education Facility grounds, including lawn and other maintenance services and snow removal for the parking lot, driveways and sidewalks at the Education Facility site.

Section 2. UTILITY COSTS. SWMetro will be responsible for utility costs for the Education Facility.

ARTICLE IV

RIGHTS SUBORDINATE TO LEASE AGREEMENT

It is mutually agreed and understood that the Education Facility is contemplated to be acquired, equipped, and improved by entering into a Lease-Purchase Agreement (the "Lease Agreement") between SWMetro and a lessor or an indenture trustee (the "Trustee") to be named, to finance said construction, equipping, improvement and acquisition. The rights of the parties under this Agreement, shall be subject to and subordinate to the rights of the lessor or the Trustee under the Lease Agreement.

ARTICLE V

LEASE PAYMENT ALLOCATION; CONTINUING CAPITAL COSTS;

OPERATING COSTS; DISSOLUTION

Section 1. LEASE PAYMENT ALLOCATION. The lease payments on the Lease Agreement described in Article IV hereof shall be apportioned among the Participating Independent Districts using the following method of apportionment: Each Participating Independent District's special education tuition billing revenue (i.e., the amount of money each Participating Independent District pays SWMetro through special education tuition billing) and each Participating Independent District's career and technical education revenue (i.e., the amount of money each Participating Independent District pays SWMetro for student use of SWMetro's career and technical education programs) shall be added together. The resulting sum for each Participating Independent District shall be separately divided by the grand total of all Participating Independent District's special education tuition billing and career and technical education revenues received by SWMetro for that year. The amount to be paid under this section by each Participating Independent District will be the resulting quotient from dividing the aforementioned amounts multiplied by the total amount of the anticipated lease cost to be paid in the aggregate by all the Participating Independent Districts. Each Participating Independent District may pay its share of the payments under the Lease Agreement from proceeds of a lease levy or from other school district fund sources. To the extent lease levy authority is exercised by one or more of the Participating Independent Districts in any year during the term of the Lease Agreement, SWMetro shall give written notice, prior to September 15 of each year, to each Participating Independent District of the maximum amount of the

leasing levy, calculated based on this formula, authorized to be certified by that Participating Independent District under this section in that year. This section may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of the Lease Agreement or other documents relating to financing for the Education Facility.

Section 2. TITLE AFTER PAYMENT OF LEASE. Unless this Agreement is amended to the contrary, at the termination of the Lease Agreement and after the repayment of the financing described above, the title to the real and personal property financed shall vest in SWMetro.

Section 3. OBLIGATION TO MAKE LEASE PAYMENTS; TIMING OF PAYMENTS TO SWMETRO. The Collaborating Districts recognize that the payments under the Lease Agreement will be paid by the Participating Independent Districts through lease levies and other fund sources pursuant to the formula in Article V, Section 1, hereof. Lease payments pursuant to the Lease Agreement which are not eligible for the lease levy shall be paid by the Participating Independent Districts using other fund sources. Each Participating Independent District shall pay to SWMetro, pursuant to a payment schedule determined by the Governing Board, the amount of its apportioned share of that year's payment under the Lease Agreement, which may consist of proceeds from a lease levy, funds from other school district fund sources, or both.

Section 4. CONTINUING CAPITAL COSTS.

The Participating Independent Districts shall be apportioned continuing capital costs pursuant to the formula set forth in Article V, Section 1.

Section 5. DISSOLUTION OF SWMETRO AFTER TERMINATION OF THE LEASE AGREEMENT. In the event SWMetro elects to dissolve after repayment of the financing described above, the Education Facility shall be sold and the proceeds of the sale apportioned among the Participating Independent Districts unless the SWMetro Governing Board votes to dispose of the property in different manner. This requirement shall survive the withdrawal of any Participating Independent District from this Agreement or the termination of this Agreement. A Participating Independent District's share of proceeds for the sale of the Education Facility shall be determined by dividing the total amount of lease levy payments made by the Participating Independent District for the Education Facility by the aggregate total amount of lease levy payments made by all Participating Independent School Districts for the Education Facility, and then multiplying the resulting quotient by the total amount of net sale proceeds for the Education Facility.

ARTICLE VI

DURATION; MEMBERSHIP; TERMINATION; BREACH; LIABILITY; INSURANCE

Section 1. DURATION. This Agreement shall be perpetual in duration unless terminated pursuant to provisions of this Agreement, as amended, or any state law terminating the Agreement.

Section 2. ADDITION OF OTHER DISTRICTS; REALLOCATION OF ADDITIONAL PAYMENT. An independent school district seeking membership in SWMetro shall, as a condition of being approved as a member pursuant to applicable state law and SWMetro Agreement, agree in writing to be added to this Agreement as a Participating Independent District and to be bound by the terms of this Agreement. Upon becoming a Participating Independent District under this Agreement, the percentages

apportioned pursuant to Article V, Section 1 of this Agreement shall be adjusted to account for the additional Participating Independent District.

Section 3. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.

Subdivision 1. Procedure. A Participating Independent District may only withdraw from this Agreement if it also withdraws as a member school district of SWMetro in the manner provided in SWMetro Agreement. Subject to the terms of Article VI, Section 3, Subdivision 2, below, a Participating Independent District may withdraw from this Agreement effective at the end of the next fiscal year following the adoption of a resolution adopted by a majority vote of the full membership of its school board and by formal written notice to the school board of each other Participating Independent District and to the Superintendent of SWMetro. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subdivision 2. No Withdrawal Permitted During Lease Term. A Participating Independent District shall not be permitted to withdraw from this Agreement prior to June 30 of the year in which full payment of the Lease Agreement obligation, or an obligation refunding the Lease Agreement obligation, is made.

Subdivision 3. No Distribution to Withdrawing Participating Independent District. Except as provided in this Article VI, Section 3, Subdivision 3, a withdrawing Participating Independent District shall not be eligible for the distribution of any property or assets at the time of withdrawal. A Participating Independent District which has withdrawn from this Agreement shall be entitled to receive its apportioned

share of the proceeds from the sale of the Education Facility in accordance with Article V, Section 5, hereof.

Section 4. TERMINATION OF AGREEMENT. After the payment in full of the Lease described in Article V hereof, this Agreement may be terminated if the boards of all Collaborating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Education Facility, and equipment of any nature, shall become the property of SWMetro. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance.

Section 5. BREACH OF AGREEMENT; MEET AND CONFER. Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have fifteen (15) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach. In the event a breach of this Agreement involves the failure by a Participating Independent District to pay any or all of its apportioned share of any payment under the Lease Agreement, representatives of each Collaborating District shall meet as soon as practicable following said breach and determine how to address any resulting shortfall in the ability to make payments under the Lease Agreement. The unpaid apportioned share of the breaching Participating Independent District shall be apportioned among the non-breaching

Participating Independent Districts in the manner set forth in Article V, Section 1, hereof. The payment of the breaching Participating Independent District's apportioned share by the non-breaching Participating Independent Districts shall not relieve the breaching Participating Independent District from liability for payment of the unpaid share or from any damages incurred by a Participating Independent District as a result of the breach.

Section 6. LIABILITY. No Participating Independent District shall be liable for the acts or omissions of SWMetro and SWMetro shall not be liable for the acts or omissions of a Participating Independent District. Except as provided in Article VI, Section 5, hereof, no Participating Independent District shall be liable for the acts or omissions of another Participating Independent District. The liability and the monetary limits of liability of SWMetro, the Participating Independent Districts, their officers, employees, representatives, and agents shall be governed by the Municipal Tort Claims Act, (Minnesota Statutes Chapter 466) and other applicable law.

Section 7. INSURANCE.

Subdivision 1. Property Insurance. SWMetro shall maintain at its expense property insurance on the Education Facility and its personal property, which will be an operating cost under Article V, Section 4(a) of this Agreement.

Subdivision 2. Liability Insurance. SWMetro shall maintain liability insurance in not less than the statutory maximum liabilities for school districts.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. CAPTIONS. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 2. AMENDMENTS TO THIS AGREEMENT. Amendments to this Agreement may be proposed by the board of any Collaborating District. Notice of proposed amendments shall be sent to all Collaborating Districts. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all the Collaborating Districts. An amendment approved under this Section shall be an addendum to this Agreement.

Section 3. SAVINGS CLAUSE. Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the boards of the Collaborating Districts by resolutions adopted in the manner specified in this Article VII for the adoption of amendments.

Section 4. NOTICES. All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its board. The notice shall be in writing and shall be sent by first class mail or electronic mail to the administrative offices of the

board of a Collaborating District. A notice shall be timely if postmarked or emailed on the day it is due. In the case of a notice requiring board action, a certified copy of the resolution, motion or minutes of the school board specifying the board action shall be sent with the notice.

Section 5. ENTIRE AGREEMENT; APPLICABLE LAW. This Agreement contains the entire agreement between the parties. No party has relied upon any statements or promises that are not stated in this Agreement. This Agreement shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

Section 6. EXECUTION IN COUNTERPARTS; EFFECTIVE DATE OF AGREEMENT. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument. This Agreement shall become effective upon its approval by the boards of each Collaborating District.

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective boards.

Approved at a meeting of the Governing Board thereof held on the 15th day of September, 2020.

SOUTHWEST METRO INTERMEDIATE SCHOOL DISTRICT NO. 288

By:

Chair

By:

Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 2905 (TRI-CITY UNITED)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 716 (BELLE PLAINE)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 717 (JORDAN)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 719 (PRIOR LAKE-SAVAGE)

By: _____
Chair

By: _____
Clerk

Approved at a meeting of
the School Board thereof
held on the _____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 721 (NEW
PRAGUE)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 112
(EASTERN CARVER COUNTY SCHOOLS)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the _____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 110
(WACONIA)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting of
the School Board thereof
held on the _____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 111
(WATERTOWN-MAYER)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting of
the School Board thereof
held on the _____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 877
(BUFFALO-HANOVER-MONTROSE)**

By: _____
Chair

By: _____
Clerk

**EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. _____
_____, MINNESOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. _____, _____, Minnesota, was held on the ____ day of _____, 2020, at _____ p.m.

The following Board members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING JOINT POWERS AGREEMENT RELATING TO
FINANCING THE ACQUISITION, RENOVATION AND EQUIPPING OF AN
EDUCATION FACILITY IN SHAKOPEE, MINNESOTA**

WHEREAS, a proposed Joint Powers Agreement has been prepared which establishes a joint powers entity under Minn. Stat. § 471.59 by an among the SouthWest Metro Intermediate School District No. 288 (“SW Metro”) and its member school districts for the purpose of establishing a framework to finance the acquisition of real property and the renovation, betterment and equipping of the Education Facility on said real property, which is located at 4601 Dean Lakes Blvd, in the City of Shakopee, County of Scott, Minnesota; and

WHEREAS, a copy of the proposed Joint Powers Agreement is attached and incorporated by reference.

WHEREAS, the School District is a member of SW Metro; and

WHEREAS, the administration of the School District has reviewed the proposed Joint Powers Agreement and has recommended its approval to the School Board.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. _____, as follows:

1. That the attached Joint Powers Agreement be and hereby is approved;
2. That the Chair and Clerk are hereby authorized to execute and deliver the attached Joint Powers Agreement; and
3. That in the event that less than all of the Collaborating Districts (as the term is defined in the attached Joint Powers Agreement) approve the Joint Powers Agreement, this Resolution shall be void and have no force or effect.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

I, the undersigned, being the fully qualified and acting Clerk of Independent School District No. _____, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of Independent School District No. _____ duly called and held on the date therein indicated, so far as such minutes relate to a Resolution Approving Joint Powers Agreement Relating To Financing The Acquisition, Renovation And Equipping Of An Education Facility In Shakopee, Minnesota, and that said resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this _____ day of _____, 2020.

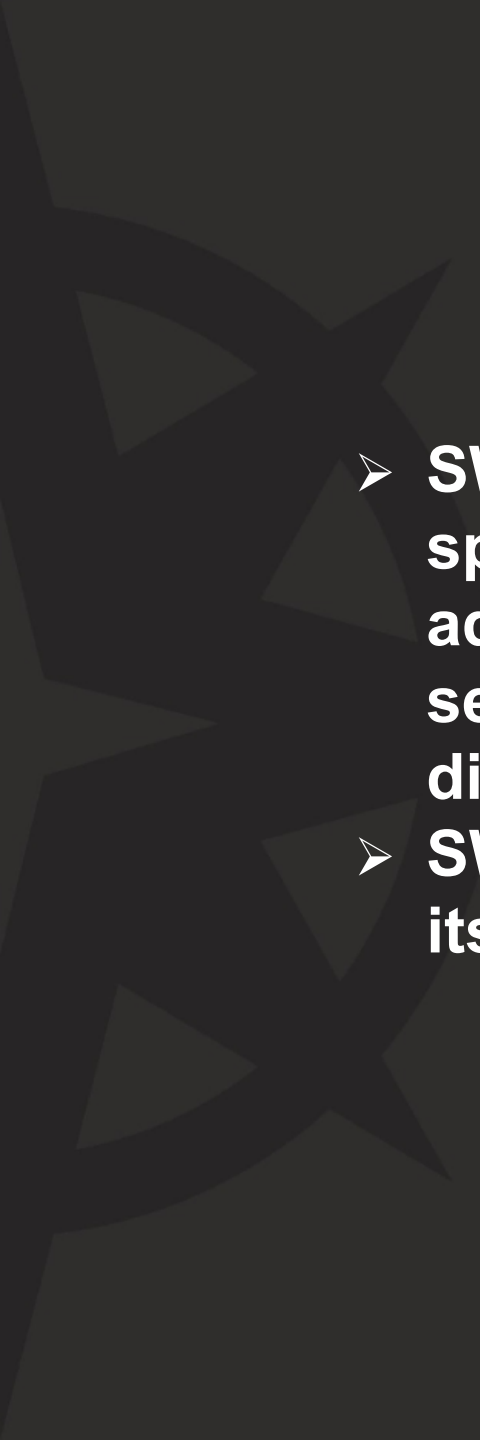
By:
Clerk of the School Board
Independent School District No. _____


Proposed Purchase of Dean Lakes Building



Eastern Carver County is a founding member of SouthWest Metro Intermediate District (SWMetro).



- 
- **SWMetro owns and leases space to provide special, alternative, career & technical, and adult basic education along with mental health services for the learners from its member districts.**
 - **SWMetro is at or very near full capacity in all of its current sites.**

- 
- **Unlike the other Intermediate Districts and most educational cooperatives in Minnesota, SWMetro DOES NOT place eligible students on waiting lists or reject them because our programs are full. This is often referred to as our “zero reject” model.**
 - **The only way to retain a zero reject model is to have adequate space to add new programs as students are referred.**


A task force including member district board members and superintendents was convened and recommended purchasing an existing building located at 4601 Dean Lakes Boulevard in Shakopee to address space needs.





Purchasing Dean Lakes would allow SWMetro to:

- **move all programs from the Valley Green Workforce Center in Shakopee to Dean Lakes and sell its interest in Valley Green,**
- **move programs located in the Town Square Mall in Shakopee to Dean Lakes and not renew leases at the Mall, and**
- **add additional space for growth well into the future thereby retaining the zero reject model.**




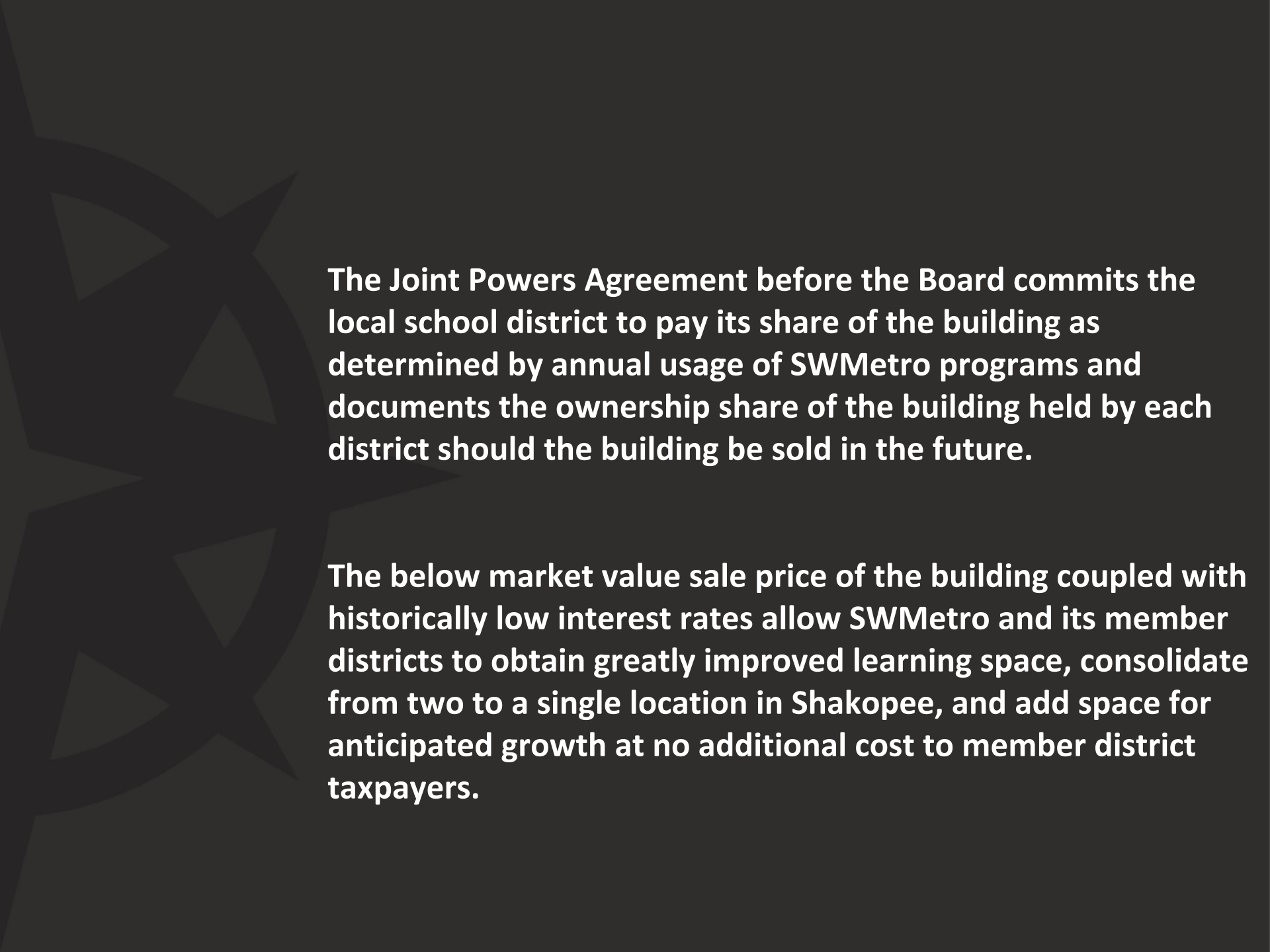
- 
- **Member districts pay their share of lease and maintenance costs of SWMetro buildings through lease levy and long terms facilities maintenance levy. The district share is calculated by annual use of SWMetro programs as measured by student attendance hours.**
 - **Annual costs (lease and maintenance) associated with Valley Green and Town Square Mall will be re-directed to fully pay annual loan payments for the purchase of Dean Lakes.**

- 
- **Local impact to member district taxpayers will be zero net change. That is, the current portion of local property taxes paid for buildings leased by SWMetro and their maintenance will not change.**
 - **While the lease levy will go up slightly to purchase Dean Lakes, this increase is offset by an equal reduction in facilities maintenance levy due to the reduced maintenance needs of a much newer building. Local tax statements reflect a single number combining both costs which will remain unchanged.**
 - **While there is no local tax impact, students from member districts will be served in a remarkably better facility than currently used.**
 - **Further, member districts will gain equity in a building owned versus paying for rented space at the Mall.**



In addition, SWMetro will have the space necessary to meet the needs of all eligible students for many years to come with additional space available to lease to other educational entities such as higher education. This brings the added benefit of college and university offerings for the greater Scott and Carver County areas located within our region.

- 
- **The purchase price for Dean Lakes is \$6.5 million dollars with an additional \$1 million dollars needed to retrofit the building for classrooms.**
 - **By comparison, the other three intermediate districts have invested the following amounts in buildings since 2010:**
 - Intermediate 287 = \$50,995,000**
 - Intermediate 916 = \$82,455,000**
 - Intermediate 917 = \$8,085,000**
 - **During this same period, SWMetro Intermediate 288, has spent \$0.00.**



The Joint Powers Agreement before the Board commits the local school district to pay its share of the building as determined by annual usage of SWMetro programs and documents the ownership share of the building held by each district should the building be sold in the future.

The below market value sale price of the building coupled with historically low interest rates allow SWMetro and its member districts to obtain greatly improved learning space, consolidate from two to a single location in Shakopee, and add space for anticipated growth at no additional cost to member district taxpayers.



7.B. 2021-2022 Academic Calendar

Presenter: Sonya
Sailer, Director of
Human Resources

Waconia Public Schools – ISD No. 110
Highlights of the Proposed 2021-2022 Academic Calendar

A proposed calendar for the 2021-2022 school year is ready for the School Board's consideration. It was drafted by our school district's administrative team with valuable input from our district's faculty.

Some of the highlights of the proposed calendar include:

- The first day of school for students is scheduled for Monday, August 30, 2021 with teacher workshop set to begin on Monday, August 23, 2021. This earlier start date is allowable under Minnesota law to accommodate school district construction projects of \$400,000 or more.
- A district-wide open house will be held on Wednesday, August 25, 2021.
- Kindergarten students are scheduled to begin on Wednesday, September 1, 2021 to allow for listening conferences to be held on Monday, August 30 and Tuesday, August 31, 2021.
- Two-hour early release days for professional learning communities and professional development programming will be held on Friday, October 1, 2021, Friday, February 18, 2022, and Friday, April 15, 2022.
- Elementary conferences and secondary teacher flex time (i.e., time off provided to teachers in exchange for late afternoon and evening conferences) will be provided on Wednesday, October 20, 2021 to coincide with the Education Minnesota State Conference. This type of schedule has been well-received during past years as it has minimized the number weeks in October with schedule disruptions for students.
- Teacher in-service programming will take place on Friday, November 12, 2021.
- A teacher work day will be held on Monday, November 22, 2021, a teacher flex day for PGRE hours on Tuesday, November 23, 2021, and a teacher flex day for evening conference hours will be held on Wednesday, November 24, 2021 (Day before Thanksgiving), which will allow families a full week off for Thanksgiving travel.
- To better align with a quarter schedule, middle school teachers will again be given the option to flex their grading time and conduct grading duties outside the contract day and during a time that better correlates with a quarter schedule. Available flex dates have been scheduled for non-student days.
- Winter break is scheduled to begin on Thursday, December 23, 2021 and extend through Friday, December 31, 2021.
- The school district will be closed on Monday, January 17, 2022 in observance of MLK Jr. Day.
- Elementary conferences, high school in-service programming, and middle school flex time will take place on Friday, February 4, 2022.
- Monday, February 21, 2022 (Presidents' Day) will be a teacher flex day and the district will be closed.
- Friday, March 4, 2022 will be a teacher work day/flex day, which will give students a jumpstart on Spring Break scheduled to run from Monday, March 7 and extend through Friday, March 11, 2022.
- The school district will be closed on Monday, April 18, 2022.
- The high school's graduation ceremony for the Class of 2022 will be held on Sunday, May 29, 2022.
- The last student day of the 2021-2022 school year is scheduled for Thursday, June 2, 2022 with the last official teacher day on Friday, June 3, 2022.

The 2021-2022 academic calendar will be placed on the school district's website and a message will be sent to all parents about its availability subsequent to the School Board's approval.



Waconia Public Schools

2021-2022 Academic Calendar

- 23-26 Teacher Workshop
- 25 K-12 Open House
- 30 First Day of School (Gr. 1-12)

| AUGUST 2021 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| SEPTEMBER 2021 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

- 1 First Day of School (Kindergarten)
- 2 Early Childhood Open House
- 6 Labor Day (No School K-12)
- 30 WMS Conferences (evening)

| OCTOBER 2021 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

- 1 2-Hour Early Release (K-12)
- 4 WMS Conferences (evening)
- 11 WHS Conferences (evening)
- 18 WHS Conferences (evening)
- 19 K-5 Conferences (evening)
- 20 K-5 Conferences (day)
WMS & WHS Flex day
(No School K-12)
- 21 Ed MN State Conference
(No School K-12)
- 22 No School K-12

| NOVEMBER 2021 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

- 2 End Quarter 1- WMS
- 12 Teacher In-service Day
(No School K-12)
- 19 End of Trimester 1 – K-5/WHS
- 22 Teacher Work Day/WMS Flex Day
(No School K-12)
- 23-24 Teacher Flex Days
(No School K-12)
- 25-26 Thanksgiving Holiday
(No School K-12)

| DECEMBER 2021 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

- 9 WMS Conferences (evening)
- 23-31 Winter Break (No School K-12)

| JANUARY 2022 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

- 17 MLK Day (No School K-12)
- 19 WHS Conferences (evening)
- 20 End Quarter 2 -WMS
- 24 WHS Conferences (evening)

| FEBRUARY 2022 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

- 3 K-5 Conferences (evening)
- 4 K-5 Conferences (day)
WHS In-Service/ WMS Flex Day
(No School K-12)
- 18 2-Hour Early Release (K-12)
- 21 Presidents' Day/Teacher Flex Day
(No School K-12)
- 24 WMS Conferences (evening)
- 28 WMS Conferences (evening)

| MARCH 2022 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

- 3 End of Trimester 2
- 4 Teacher Workday / WMS Flex Day
(No School K-12)
- 7-11 Spring Break (No School K-12)

| APRIL 2022 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

- 1 End of Quarter 3 –WMS
- 15 2-Hour Early Release (K-12)
- 18 No School K-12
- 20 WHS Conferences (evening)
- 25 WHS Conferences (evening)

| MAY 2022 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

- 29 Class of 2022 Graduation
- 30 Memorial Day (No School K-12)

| JUNE 2022 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

- 2 Last Student Day
- 3 Last Teacher Workday

7.C. Second Read Board Policies

7.C.1. **Series 400 Personnel**

7.C.1.a. 422 Policies Incorporated by Reference

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. In order to avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies which also apply to employees:

| | |
|------------------|---|
| Model Policy 102 | Equal Educational Opportunity |
| Model Policy 103 | Complaints – Students, Employees, Parents, Other Persons |
| Model Policy 206 | Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations |
| Model Policy 211 | Criminal or Civil Action Against School District, School Board Member, Employee, or Student |
| Model Policy 305 | Policy Implementation |
| Model Policy 505 | Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees |
| Model Policy 507 | Corporal Punishment |
| Model Policy 510 | Student Activities |
| Model Policy 511 | Student Fundraising |
| Model Policy 517 | Student Recruiting |
| Model Policy 518 | DNR-DNI Orders |
| Model Policy 519 | Interviews of Students by Outside Agencies |
| Model Policy 524 | Internet Acceptable Use and Safety Policy |
| Model Policy 525 | Violence Prevention |
| Model Policy 610 | Field Trips |
| Model Policy 710 | Extracurricular Transportation |
| Model Policy 711 | Video Recording on School Buses |
| Model Policy 712 | Video Surveillance Other Than on Buses |
| Model Policy 802 | Disposition of Obsolete Equipment and Material |

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References:

Cross References:

Policy Adopted: June 8, 1998 / February 11, 2002 / May 12, 2008/January 2014
Independent School District No. 110
Waconia, Minnesota

7.C.2. **Series 500 Students**

7.C.2.a. 510 Student Activities

Policy 510 – STUDENT ACTIVITIES

I. Purpose

The purpose of this policy is to identify the position and philosophy of Waconia Independent School District #110 related to the Student Activities program.

II. General Statement of Policy

District 110 recognizes that the Student Activities program is an integral part of the school district's total educational program. Student activities are intended to provide educational experiences not otherwise provided in the instructional curriculum. They complement the curriculum by providing students with additional opportunities for growth and development.

III. Definitions

A. Curricular Activities

“Curricular activities” means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

B. Extra-Curricular Activities

“Extra-curricular activities” means all direct personal services for students for their education or enjoyment that are managed and operated under the guidance of an adult or staff member hired by the school district. Extra-curricular activities have the following characteristics:

1. They are not offered for school credit nor required for graduation.
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed upon by the participants and approved by school authorities.

IV. Responsibilities

A. School Board

~~The District 110 School Board will be responsible for the following:~~

The responsibilities of the District 110 School Board will include:

1. Developing, adopting and reviewing all District 110 policies related to District 110 Student Activities Communications:
2. **Ensuring that any funds raised for extra-curricular activities will be spent only on extracurricular activities.**

B. Administration

The responsibilities of the District 110 Administration will include:

1. Supervision/Evaluation: Supervision and evaluation of District 110 Activities Director and staff.
2. Communications: Ensure timely internal and external communications occur related to the student activities program.
3. Discipline: Assist in facilitating necessary disciplinary action related to student activities, including all District 110 policies and codes of conduct, and the policies of the Minnesota State High School League (MSHSL).

C. Activities Director

The responsibilities of the District 110 Activities Director will include:

1. Administration: Administer and oversee all student activities programs, including coordination and scheduling of practices, contests, and events.
2. Supervision/Evaluation: Supervise/evaluate all student activities' advisors, coaches, directors, and support staff.
3. Eligibility: Verify the participation eligibility for all members of interscholastic activities referencing MSHSL and District 110 policies.

D. Coaches/Advisors/Directors

1. Provide leadership and complete the duties of their respective students activities area as assigned and defined, and in a professional manner.
2. Coaches/advisors/directors are considered employees of the school district. All coaches/advisors/directors and volunteers must undergo the school district application and/or background check process at their own expense.
3. All coaches/advisors/directors and volunteers must adhere to all District 110 policies and codes of conduct, as well as the policies of the MSHSL.

E. Spectators

All spectators at District 110 sponsored activities, including parents, employees, and other members of the public are expected to behave in an appropriate manner. Students and employees may be subject to discipline, and parents and other spectators may be subject to sanctions

for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

F. Students

All students who participate in District 110 sponsored activities do so as representatives of their school and community and must show good sportsmanship and adhere to all District 110 and MSHSL policies and codes of conduct.

G. Minnesota State High School League (MSHSL)

Serves as the state governing organization for the interscholastic and fine arts programs of the district.

V. Sponsored Student Activities

A. Student activities are considered District 110 Sponsored provided they meet the following criteria:

1. Organized by a school site's leadership team.
2. Conducted by District 110 personnel.
3. Composed of current student body members.
4. Conduct a majority of meetings, practices, and events at a District 110-approved site.
5. Provide a process for the selection of members.
6. Establish aims, which are educational in value.
7. Meet the interests of the school.

A new proposed student activity must be formally reviewed by District 110 Administration and approved by the District 110 School Board to become a District 110 Sponsored Activity.

B. Each approved District 110 Sponsored activity should be listed on the District 110 website, and a list should be available at the Student Activities Office (WHS) and the middle school office. The Activities Director will update the list of District 110 Sponsored Activities annually, prior to the start of each school year.

C. District 110 Student Activities programs are available to all students who meet the eligibility requirements of District 110 and the MSHSL. All participants must meet the registration requirements before participating in any District 110 sponsored activity, including completion of paperwork and payment of the activity fee.

- D. All participants in District 110 Student Activities programs must follow District 110 policies and codes of conduct, and the policies of the MSHSL.
- E. All interscholastic athletic programs must comply with federal Title IX regulations related to gender equity. An annual report must be submitted to the Minnesota Department of Education regarding gender compliance.
- F. The District 110 secondary administration, Activities Director, and appropriate staff will develop procedures and rules to address District 110 Student Activities programs.

VI. Procedures and Requirements

A. Seasonal Definitions

All District 110 sponsored extra-curricular programs will have a defined season, which will fall into one of the following categories: 1) Fall Season; 2) Winter Season; 3) Spring Season; or 4) Academic Year Season. Minnesota State High School League sponsored athletic and fine arts activities will follow the season calendar (start & end dates) prescribed by the MSHSL. All other District 110 sponsored extra-curricular activity seasons will be defined by a start and end date for the seasonal category into which the activity is placed (~~see Appendix I~~). **The seasonal definitions and parameters will be made available on the District 110 website, as well as in the District 110 Student Activities (WHS) and the middle school offices.**

B. Participation Levels

The grades for eligibility for all District 110 Student Activities programs are available on the District 110 website, in the District 110 Student Activities Office (WHS) and in the middle school office.

C. Participation Fees

1. Participation fees may be assessed for student participation in District 110 Student Activities programs. A partial or full waiver participation fee waiver may be an option for eligible students. These forms can be obtained at the District 110 Student Activities (~~WHS~~) and the middle school offices **Administrative Office**. The fee structure will be made available on the District 110 website, as well as in the District 110 Student Activities (WHS) and the middle school offices. These fees are reviewed and approved by the District 110 Director of Finance and Operations annually.

2. A full refund may be issued prior to the first contest conducted in the activity. Any refunds issued after the first contest shall be made at the discretion of the Activities Director.

D. Activity Conflicts for the Multiple Activity Participant

Participation in multiple extra-curricular activities can contribute to a broader and well-rounded education. District 110 strongly supports students participating in multiple activities that individually meet their needs and interests. Students who choose to participate in multiple activities can expect to incur additional challenges with time management, organization, and participation commitments. The information, statement of philosophy, and the process and supporting information for students with participation conflicts is ~~listed in Appendices I and II of this policy.~~ **will be made available on the District 110 website, as well as in the District 110 Student Activities (WHS) and the middle school offices**

E. Official Wildcat Logo

The official District 110 school colors of the district are purple and gold. The mascot for District 110 athletic and fine arts teams is the “Wildcat.” The official District 110 logo of the “Wildcat” is for official school district use only. Any non-district use requests for the official “Wildcat” must be approved by District 110 Administration.

F. Sportsmanship

Participants, coaches/advisors, parents, spectators, students, and staff are required to exhibit positive sportsmanship at all events and adhere to all District 110 and MSHSL policies and codes of conduct.

LEGAL REFERENCES

Minn. Stat. § 123B.025 (School Sponsorship and Advertising Revenue)
Minn. Stat. § 123B.02, Subd. 6 (Bequests, Donations, Gifts)
Minn. Stat. § 123B.03 (Background Check Required)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.49 (Extra-Curricular Activities; Insurance)
Minn. Stat. § 148.271 (Nurse Practice Act)
Minn. Stat. § 465.03 (Gifts)
Minn. Stat. § 609.761, Subd. 5 (High School Raffles)
Sonkowsky v. Board of Educ. For Indep. Sch. Dist. No. 721, 327 F.3d 675 (8th Cir. 2003)

Minnesota Department of Education *UFARS Manual*, Chapter 14 (Student Activities Accounting)

MSHSL Official Handbook, Beliefs

MSHSL Official Handbook, Calendar of State Events

MSHSL Bylaw 206.00 § 2

MSHSL Bylaw 410.00 § 2A

CROSS REFERENCES

Policy 102 (Equal Educational Opportunity)

Policy 103 (Complaints – Students, Employees, Parents, Other Persons)

Policy 404 (Employment Background Checks)

Policy 412 (Expense Reimbursement)

Policy 413 (Harassment and Violence)

Policy 417 (Chemical Use and Abuse)

Policy 418 (Drug-free Workplace/Drug-free School)

Policy 419 (Tobacco Free Environment and Enforcement)

Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)

Policy 421 (Gifts to Employees)

Policy 423 (Employee-Student Relationships)

Policy 433 (Volunteer Service in District 110)

Policy 501 (School Weapons Policy)

Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

Policy 505 (Distribution of Non-School Sponsored Materials on School Premises By Students and Employees)

Policy 503 (Student Attendance)

Policy 506 (Student Discipline)

Policy 510 (School Activities)

Policy 511 (Fundraising)

Policy 514 (Bullying Prohibition Policy)

Policy 516 (Student Medication)

Policy 517 (Student Recruiting)

Policy 518 (DNR – DNI Orders)

Policy 519 (Interviews of Students By Outside Agencies)

Policy 522 (Student Sex Non-Discrimination)

Policy 524 (Internet Acceptable Use and Safety)

Policy 525 (Violence Prevention)

Policy 526 (Hazing Prohibition)

Policy 610 (Field Trips and Travel)

Policy 706 (Acceptance of Gifts)

Policy 707 (Transportation of Public School Students)

Policy 709 (Student Transportation Safety Policy)

Policy 710 (Extracurricular Transportation)

Policy 801 (Equal Access to School Facilities)

Policy 902 (Facility Use)

Policy 905 (Advertising)

Policy 908 (District Acceptance and Use of Contributions from Individuals and Groups for Educational Program Support)

Policy 910 (Admission to Extra-Curricular Events)

Policy 911 (Booster Communications)

District 110 Code of Ethics, District 110 Team/Parent Handbook,
Policies/Guidelines

MN Statute 123B.49, Subd 4 - Board control of extracurricular activities

Policy Adopted: July 2003

Revised: November 2005 / January 2010 / May 2014

Independent School District #110

Waconia, MN

REMOVE APPENDIX I from Policy

SEASONAL DEFINITIONS AND PARAMETERS

FALL SEASON**

- The first day of the Fall Season for MSHSL activities is defined by the MSHSL calendar. Non-MSHSL sponsored activities will have a start date no earlier than the last Monday in August **the first start date of the MSHSL calendar.**
- The last day of the Fall Season for MSHSL activities is defined by the MSHSL calendar. Non-MSHSL sponsored activities will have an end date no later than the first Saturday in November.
- Fall Season District 110 and MSHSL Sponsored Activities:
 - Girls' and Boys' Cross Country
 - Football
 - Girls' and Boys' Soccer
 - Girls' Swimming and Diving
 - **Girls' Tennis**
 - Volleyball
- Other Fall District 110 Sponsored Activities:
 - ~~Cheerleading~~
 - Fall Musical

WINTER SEASON**

- The first day of the Winter Season for MSHSL activities is defined by the MSHSL calendar. Non-MSHSL sponsored activities will have a start date no earlier than the third Monday in October.
- The last day of the Winter Season for MSHSL activities is defined by the MSHSL calendar. Non-MSHSL sponsored activities will have an end date no later than the first Saturday in ~~April.~~ **March**
- MSHSL and District 110 Sponsored Activities:
 - Boys' and Girls' Alpine Skiing
 - Girls' and Boys' Basketball
 - Dance Team
 - Girls' and Boys' Hockey
 - Gymnastics
 - Boys' Swimming and Diving
 - Wrestling
 - ~~Speech~~

- Other Winter District 110 Sponsored Activities:
 - Show Choir
 - ~~Three-Act Play~~ (moved to Spring based on current practice)

SPRING SEASON**

- The first day of the Spring Season for MSHSL activities is defined by the MSHSL calendar. Non-MSHSL sponsored activities will have a start date no earlier than the ~~third~~ **second** Monday in March.
- The last day of the Spring Season for MSHSL activities is defined by the MSHSL calendar. Non-MSHSL sponsored activities will have an end date no later than the second Saturday in July.
- MSHSL and District 110 Sponsored Activities:
 - Baseball
 - Girls' and Boys' Golf
 - **Girls' and Boys' Lacrosse**
 - Softball
 - **Boys' Tennis**
 - Girls' and Boys' Track and Field
- Other Spring District 110 Sponsored Activities:
 - Marching Band
 - **Spring Play**

ACADEMIC YEAR**

- The first day of the Academic Year Season would be no earlier than the first day of school.
- The last day of the Academic Year Season would be no later than the last day of school.
- ALL District 110 Sponsored Academic Year Activities:
 - **Accepting, Belonging & Community Club**
 - Art Club
 - Breakfast Book Club
 - Conservation Club
 - FCCLA
 - FFA (Co-op with Eastern Carver County Schools)
 - Instrumental Ensemble
 - International Club

- Jazz Band
- Knowledge Bowl
- National Honor Society
- Pep Band
- Prom Committee
- Robotics Club
- Science Team
- Student Council
- Students Against Destructive Decisions (SADD)
- Tactical Games Club
- Unified Sports
- Vocal Ensemble
- Waconia Strength and Conditioning
- Yearbook

**Exceptions to all start dates or end dates must be pre-approved by the Activities Director and/or District 110 Administration.

REMOVE APPENDIX II from Policy

RESOLVING CONFLICTS FOR MULTIPLE ACTIVITY PARTICIPANTS

With a number of students who participate in multiple activities, situations arise when students may have competing demands on their time during the same season. It is with this in mind, and with mutual respect, that coaches/directors/advisors of athletics, fine arts, and other District 110 Sponsored Student Activities should coordinate their schedules. The purpose is to avoid placing pressure on multiple activity students in regard to conflicting schedules. The following guidelines are an attempt to provide an equitable basis to schedule events for students and a process to follow if conflicts arise.

I. Scheduling of Events

- A. The Activities Director, with input from coaches and advisors/directors from the activities and fine arts departments, will develop a schedule of events.
- B. Events scheduled after the annual District 110 curricular and activity calendars are completed and approved must be cleared by the Activities Director before being added.
- C. District-designated dates will take priority over all later scheduled events.
- D. When it becomes necessary to reschedule an event which has been postponed/cancelled, the applicable advisors/coaches/directors must check the existing master schedule. If there is a possible conflict with a reschedule date, the change must be approved by the Activities Director and/or building administrator and the affected staff.

II. Conflict Resolution Process for Multiple Activities Participants

- A. The student is responsible for informing coaches/advisors/directors in a timely manner of any known or potential conflicts or issues which may arise by virtue of participating in multiple activities.
- B. The coaches/advisors/directors and the Activities Director should communicate with each other once a conflict is determined. They must agree on a plan to proactively reduce conflicts, issues, and stress for the multiple-activity participant.
- C. The first priority of students participating in multiple activities should be the responsibility and expectation of finishing the requirements of their current season before starting the next season (Example: finishing a designated fall activity before starting a winter activity).
- D. During their respective seasons, activities will receive priority in regard to practicing and/or competing. There will be no penalties/consequences for

students due to the outcome of a decision resulting from these policies/guidelines.

E. Conflict Resolution Process

1. The following procedure will be used to determine priority for conflicts:

| ACTIVITY 1 | ACTIVITY 2 | OUTCOME |
|------------------|------------------|-----------------------------|
| Practice | Practice | Activities Director Decides |
| Game/Performance | Practice | Activity 1 |
| Practice | Game/Performance | Activity 2 |
| Game/Performance | Game/Performance | Activities Director Decides |

- F. The Activities Director will inform the student of the agreed upon plan. The student is responsible to inform his/her parents/guardians of the agreed upon plan.
- G. Reasonable exceptions may be made through communication between coaches/directors/advisors and the Activities Director. If other circumstances arise, the Activities Director, Principal, or Assistant Principal will make the decision and the student may not be penalized in any way as a result of that decision.

7.C.2.b. 515 Protection and Privacy of Pupil
Records

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2013

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 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who

are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

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

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

[Note: 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 designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of

those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board 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.]

E. Education Records

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

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

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

F. Eligible Student

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

G. Juvenile Justice System

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

H. Legitimate Educational Interest

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

- 1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
- 2. Perform a supervisory or instructional task directly related to the student's

education; or

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

I. Parent

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

J. Personally Identifiable

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

K. Record

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

L. Responsible Authority

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

M. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services

from the school district.

N. School Official

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

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

O. Summary Data

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

P. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. Eligible Students

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

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the

student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is

authorizing to be disclosed;

- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and

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

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

6. To state and local officials or authorities to whom such information is

specifically allowed to be reported or disclosed pursuant to state statute adopted:

- a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

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

school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student’s education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a

school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may

also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

21. 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.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in ~~section 450b of Title 25~~ 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization

to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

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

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

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be

accessible to the student alone, and to the parent only under special circumstances, if at all.

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

C. Private Records Not Accessible to Student

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the

school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

- 5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

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

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

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

A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
- 2. cannot be further disseminated to any other person except personnel of the

recruiting services of the armed forces.

- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

- A. Redisclosure

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

B. Redisclosure Not Prohibited

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

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

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information

under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has

ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

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

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

amend those records.

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

B. Right to a Hearing

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

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

thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

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

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

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

education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)

18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d
309 (2002)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect
or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 906 (Community Notification of Predatory
Offenders)
MSBA Service Manual, Chapter 13, School Law Bulletin “T” (School
Records – Privacy – Access to Data)

7.C.2.c. 515 FORM

PUBLIC NOTICE

Independent School District No. 110 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with

whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a “legitimate educational interest” if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student’s enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act [and 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

7.C.2.d. 515.2 Records Retention Schedule

RETENTION SCHEDULE

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| Administration | ADM |
| Building | BLD |
| Community Education | CED |
| Curriculum | CUR |
| Food Services | FDS |
| Finance | FIN |
| Health & Safety | HSF |
| Payroll | PAY |
| Personnel | PER |
| Special Education | SPC |
| Students | STD |
| Transportation | TRN |

ADMINISTRATION

School District General Records Retention Schedule

Department: Administration

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|---|--|--|----------|--|
| ADM00100 | Affidavit of Publication | Public Hearings, Budget Publication, Debt Offerings | 1 Year following completion of audit | No | Public |
| ADM00200 | Election Records | Ballots, Notices, Notifications, Publications | 1 Year after Canvass or Challenge | No | Public |
| ADM00300 | Annual Reports to Board of Education | Reports Generated by District (PER, Accountability Reports, formal Annual Report in Accordance With MN Statute 120B.11 | Retain permanently; has historical value, MS 120B.11 | Yes | Public |
| ADM00310 | Annual/Periodic Reports to Local Board of Education | Final/Actual Reports Generated by State | 6 Years | No | Public |
| ADM00400 | Authority to Dispose of Records (If Applicable) | Application for Authority to Dispose of Records form | 6 Years | No | Public/Private MS 13.43 MS 13.32 MS 13.39 |
| ADM00500 | Boundary Changes - District | Consolidation, Detachment, Annexation, and Dissolution | Retain permanently; has historical value | Yes | Public |
| ADM00600 | Calendar - Adopted and Actual | Number of Days and Length of Day by School and Grade Level, Reflecting Updated Activities During the Year. | 3 Years MS 127A.41, Subd. 5 | No | Public |
| ADM00700 | Census, Annual School | 1979 and Earlier | Retain permanently; has historical value | Yes | Private MS 13.32 |
| ADM00710 | Census, Annual School | 1980 - Current | 3 Years | No | Private MS 13.32 |

School District General Records Retention Schedule

ection: Administration

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--------------------------------|---|--|----------|--|
| ADM00720 | Census, Certified Reports | Conducted Once Per Decade | Permanent | No | Public |
| ADM00800 | Closed Rural Schools | Includes: Clerk's, Treasurer's, and Teacher's Records of Closed Rural Schools Which Were Consolidated into the Independent District. | Transfer to the State Archives for Selection and Disposition | Yes | Public |
| ADM00900 | Correspondence/ Administrative | Superintendent, Principal, Assistant Principal and Other Administrators Unless Otherwise Specifically Addressed Elsewhere in Records Retention Schedule | 3 Years | No | Public/Private MS 13.32 MS 13.43 |
| ADM01000 | Court Case/Trial information | Litigation Correspondence | 10 Years | No | Public/Private MS 13.32 MS 13.43 MS 13.90 |
| ADM01010 | Court orders | | 1 Year after Action is Completed | No | Public/Private MS 13.32 MS 13.43 |
| ADM01100 | Grant Applications | Successful | 3 Years -- For Federal Funds three (3) years after completion of the activity for which the funds were used. 20 U.S.C. Section 1232f(a). | No | Public |
| ADM01110 | Grant Applications | Unsuccessful | 1 Year | No | Public |

School District General Records Retention Schedule

action: Administration

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|------------------------------|---|--|----------|--|
| ADM01200 | Inservice Workshops | Attendance Records, Agenda and Materials (Employee Right to Know, Blood Borne Pathogens, Etc.) | 3 Years | No | Public |
| ADM01300 | Inter District Cooperatives | Includes Vocational, Special Ed and Special Purpose Cooperatives formed by Joint Powers Agreements. Records Should Be Retained and Disposed of in Accordance With the Retention Periods for the Specific Series of Records Listed in Schedule | Retain permanently; has historical value | Yes | Public |
| ADM01400 | Minutes | Board Minutes | Retain permanently; has historical value | Yes | Public |
| ADM01410 | Minutes | Officially Designated Committees | Retain permanently; has historical value | Yes | Public |
| ADM01420 | Minutes | Other Than Referred to in ADM01300, ADM 01400, and ADM 01410 | 1 Year | Yes | Public |
| ADM01430 | Minutes - Tape Recordings | Board Minutes Only | Until Transcribed and Approved | No | Public |
| ADM01440 | Board Policies | | 3 Years after Change | No | Public |
| ADM01500 | Negotiations - See Personnel | | | | |
| ADM01600 | Newsletters and Publications | District Generated | Retain permanently; has historical value | Yes | Public |
| ADM01610 | Newsletters and Publications | Student Generated School Newspapers | Retain permanently; has historical value | Yes | Public |

School District General Records Retention Schedule

Section: Administration

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|------------------------------------|---|--|----------|---|
| ADM01700 | Parent Teacher Association Records | Secretary's Books, Treasurer's Books, and Scrapbooks. | Retain permanently; has historical value | Yes | Public |
| ADM01800 | Media Center/Librarian Reports | | 3 Years | No | Public |
| ADM01900 | Video Tapes | Building Security/Transportation Tapes | Until Relooped | No | Private/Public MS 13.32 MS 13.43 |
| ADM02000 | E-Mail | | Same as Correspondence | No | Private/Public MS 13.32 MS 13.43 |

BUILDING

School District General Records Retention Schedule

Section: Building

| Item | Title | Examples and Descriptions | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|-------------------------------|---|------------------|----------|--|
| BLD00100 | Accident/Damage Records | School Property-Related | 10 Years | No | Public |
| BLD00200 | Building Maintenance Records | | Until Obsolete | No | Public |
| BLD00300 | Building Permits | Applications (initial/interim), Inspection Reports, Plans, Etc. | 10 Years | No | Public |
| BLD00400 | Building Program Records | Current and Projected Needs. Review and Comment | 10 Years | No | Public |
| BLD00500 | Buildings and Grounds Records | Blueprints, Construction Specifications, Abstracts, Deeds, Title Papers, Final inspection Reports, Land and Building Occupancy Approval | Permanent | No | Public |
| BLD00600 | Fixed Asset Records | Equipment, Fixtures, and Materials, inventory and Depreciation | Life of Item | No | Public |

COMMUNITY EDUCATION

School District General Records Retention Schedule

Section: Community Education

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|---|---|----------------------|----------|--|
| CED00100 | Annual Reports | See Finance | 1 Year | No | Private MS 13.32 |
| CED00200 | Applications by individuals for Adult Education | | | | |
| CED00300 | Certificate of Compliance | Verifies Cooperation Between District and Other Governmental Agencies. Joint Powers Agreements | Permanent, MS 471.59 | No | Public |
| CED00400 | Class Schedule - Master | | | | |
| CED00500 | Financial Records | See Finance | 1 Year | No | Public |
| CED00600 | Grants | See Administration | | | |
| CED00700 | Minnesota DCF&L Reports | Early Childhood Family Education, Home School, Adult Basic Education, English As A Second Language, General Education Development, Other State Programs | 6 Years | No | Public/Private MS 13.32 |
| CED00800 | Minutes | See Administration | | | |

CURRICULUM

School District General Records Retention Schedule

Section: Curriculum

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--------------------------------------|--|---------------------------|----------|--|
| CUR00100 | Class Lists-Elementary and Secondary | | 1 Year | No | Private |
| CUR00200 | Class Schedules | | 1 Year | No | MS 13.32 |
| CUR00300 | Curriculum Development | Support Data, Recommendations, Programs and Procedures | 6 Years | No | Public |
| CUR00400 | Daily Plan Books -Teacher's | | 1 Year | No | Public |
| CUR00500 | Duty Rosters - Teacher's | | 1 Year | No | Public |
| CUR00600 | Grade Books - Teacher's | | 1 Year | No | Private |
| CUR00700 | Textbooks | Adoptions | 6 Years | No | MS 13.32 |
| CUR00710 | Textbooks | Inventories | 6 Years or Until Obsolete | No | Public |

FOOD SERVICES

School District General Records Retention Schedule

Section: Food Services

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--|---|--|----------|---|
| FDS00100 | General Correspondence | See Administration | 3 Years and DCF&L Audit | No | Public |
| FDS00200 | DCF&L/Federal USDA Reporting | Commodities, Milk Program | 3 Years and DCF&L Audit, 7 C.F.R. & 210.8 | No | Public |
| FDS00300 | Application /Agreement With State Agency | Free/Reduced Price Meal Policy Statement | 3 Years and DCF&L Audit, 7 C.F.R. & 210.3 | No | Public |
| FDS00400 | Free/Reduced Price Meal Applications | All Approved and Denied Applications, DHS Free School Meal Notices, Notice of Denial to Parents, Rosters of Eligible Students, Verification Records | 3 Years and DCF&L Audit, 7 C.F.R. & 245.6 | No | Private MS 13.32 |
| FDS00600 | Service Agreements/Catering Contracts | Head Start, Meals On Wheels, Etc. <i>Dominos, St. Joseph's</i> | 3 Years and DCF&L Audit, 7 C.F.R. & 210.3 | No | Public |
| FDS00700 | Food Production information | Daily Food Production Record, Menus | 3 Years and DCF&L Audit, 7 C.F.R. & 210.13 | No | Public |

School District General Records Retention Schedule

Section: Food Services

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--|--|--|----------|--|
| FDS00800 | Daily Meal Count Report With Edit Checks | | 3 Years and DCF&L Audit, 7 C.F.R. & 210.7 | No | Private/Public MS 13.32 |
| FDS00900 | Monthly Payment Vouchers | | 3 Years and DCF&L Audit, 7 C.F.R. & 210.13 | No | Private/Public MS 13.32 |
| FDS01000 | On Site Review Record | | 3 Years and DCF&L Audit, 7 C.F.R. & 210.8 | No | Private/Public MS 13.32 |
| FDS01100 | Financial Records | Breakfast, Lunch, Ala Carte, Etc. (Supporting Documentation May include invoices, Purchase orders, Etc.) Student, Adult Federal and State Income and All Other Sources | 3 Years and DCF&L Audit, 7 C.F.R. & 210.20 and 210.5 | No | Private/Public MS 13.32 |
| FDS01200 | Inventory | Audit Trail for USDA Commodity Usage, Year End Physical Inventory | 3 Years and DCF&L Audit | No | Public |
| FDS01410 | Inventory (Food and Supplies) | Quotes (Unsuccessful and Successful) | 1 Year and DCF&L Audit | No | Public |
| FDS01410 | Inventory (Food and Supplies) | Bid (Unsuccessful and Successful) Request Summaries | 6 Years and DCF&L Audit | No | Public |
| FDS01420 | Inventory (Food and Supplies) | Requisitions (for Moving Supplies or Equipment Within District) | 3 Years and DCF&L Audit | No | Public |

School District General Records Retention Schedule

Section: Food Services

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|-------------------|--|-----------------------------------|----------|--|
| FDS01500 | Cashier's Reports | Daily, Weekly, and Monthly | 6 Years and DCF&L Audit, 7 C.F.R. | No | Public |
| FDS01600 | Operating Reports | Breakfast, Lunch, and A'La Carte Participation Reports | 210.8 and 210.20 | No | Public |
| FDS01610 | Operating Reports | Revenue and Expenditure Reports | 3 Years and DCF&L Audit | No | Public |
| | | | 6 Years and DCF&L Audit | No | Public |

School District General Records Retention Schedule

Section: Finance

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--|---|--|----------|--|
| FIN00100 | Abstracts/Deeds/Title Papers/Mortgages | See Buildings | | | |
| FIN00200 | Accounts Payable | Credit Memos, Freight Bills/Claims, Bills of Lading, Purchase orders, Acknowledgments/Orders/Shipping Notices, Invoices and Purchasing Contracts, Claims/Vouchers (Merchandise Purchased, Services Rendered, Travel Expenses), 1099 | 6 Years | No | Public/Private MS 13.43 |
| FIN00210 | W-9 form | | 6 Years after Final 1099 Issued | No | Public/Private MS 13.43 |
| FIN00300 | Year-End Financial Reports | Revenue and Expenditure Summary Transaction Reports | Retain Permanently | No | Public |
| FIN00305 | Year-End Financial Reports | Revenue and Expenditure Detailed Transaction Reports | Retain Permanently | No | Public |
| FIN00310 | Year-End Financial Reports | UFARS Revenue and Expenditure Report to State | Retain Permanently | No | Public |
| FIN00315 | Year-End Financial Reports | Special Funded Projects Report | Retain Permanently | No | Public |
| FIN00320 | Year-End Financial Reports | Note: includes Clerks and Treasurer's Reports (Register of Receipts/Disbursements, Treasurer's Annual Report, Treasurer's Books of Records. (1932 and Earlier) | Retain permanently; has historical value | Yes | Public |

School District General Records Retention Schedule

Section: Finance

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|-----------------------------------|---|---|----------|--|
| FIN00325 | Year-End Financial Reports | Note: includes Clerks and Treasurer's Reports (Register of Receipts/Disbursements, Treasurer's Annual Report, Treasurer's Books of Records. (Post 1932) | Retain Permanently | No | Public |
| FIN00330 | Year-End Financial Reports | Accounts Receivable, Numbered Receipts, Accounts Receivable Invoices, Remittance Advice | 6 Years | No | Public |
| FIN00335 | Year-End Financial Reports | General Ledger, General Journals, Journal Entries, Disbursements Journal, Check Register Adopted and Revised Budget, Budget Publications, Balance Sheet, Receipts Journal | Retain Permanently | No | Public |
| FIN00400 | Audit Reports | | Retain permanently, has historical value | Yes | Public |
| FIN00500 | Bank Statements/ Reconciliation's | Checks, Cancelled, Returned or Voided. (Must Be original Check - Not Microfiche) | 6 Years | No | Public/Private MS 13.43 |
| FIN00510 | Bank Statements/ Reconciliation's | Statement of Pledged Securities | 6 Years after Expiration | No | Public |
| FIN00600 | Bonds and Coupons | Bond Ledgers/Registers | Until Debt Is Retired and Audit Permanent | No | Public |
| FIN00700 | Bond Issues - Official Statements | Enabling Documentation | | No | Public |
| FIN00800 | Building and Land Contracts | See Buildings | | No | Public |

School District General Records Retention Schedule

Section: Finance

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|---------------------------|---|------------------|----------|--|
| FIN00900 | County Auditor Statements | Tax Settlement Report and Taxes Receivable Report | 6 Years | No | Public |

FINANCE

HEALTH AND SAFETY

School District General Records Retention Schedule

Section: Health & Safety

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|---|--|---|----------|---|
| HSF00100 | Infectious Disease and Occupational Exposure Files* | Files On Each Employee Dealing With Safety and Training On Diseases Such As Hepatitis and Aids. Retain in Employee's Medical File. | 3 Yrs. after Separation | No | Public/Private MS 13.43 |
| HSF00200 | OSHA - Citations of Penalty | Notifications of Violations by the District | Until Violation Has Been Corrected | No | Public/Private MS 13.43 |
| HSF00300 | OSHA - Employee Accident Reports | OSHA Report Numbers 200 and 101 | 5 Yrs. after Accident | No | Public/Private MS 13.43 |
| HSF00400 | OSHA - Employee Exposure Records | Any information Concerning Employee Exposure to Toxic Substances or Harmful Physical Agents. | 30 Yrs. after Termination or Retirement | No | Public/Private MS 13.43 |
| HSF00500 | Safety Committee Agendas and Minutes | | 3 Years | No | Public |
| HSF00600 | Training Records - Right to Know | | 3 Yrs. after Separation | No | Public |

PAYROLL

School District General Records Retention Schedule

Section: Payroll

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--------------------------------------|--|--|----------|--|
| PAY00100 | Cafeteria Plan Records | | 6 Years | No | Public/Private MS 13.43 |
| PAY00300 | Check Requests for Manual Checks | Lost or Missing Check Replacement, etc. | 2 Years | No | Public/Private MS 13.43 |
| PAY00400 | Dues Deduction Authorization | Union Dues | 3 Years | No | Public/Private MS 13.43 |
| PAY00500 | Garnishments | Wage Garnishment, Notice of Bankruptcy, Wage Levy and Related Documents | 3 Years after Expiration | No | Public/Private MS 13.43 |
| PAY00700 | Payroll Register | Name; Address; Date of Birth; Occupation; Rate of Pay; Compensation Earned Each Week | Permanent, 29 C.F.R. & 1627.3(a) | No | Public/Private MS 13.43 |
| PAY00800 | Pera Eligibility Sheets and Reports | | 6 Years | No | Public/Private MS 13.43 |
| PAY00900 | Prior Years' Quarterly FICA | | 6 Years | No | Public/Private MS 13.43 |
| PAY01000 | Quarterly Report of Local Government | Employees and Wages (Weeks or Hours Worked) | 3 Years | No | Public/Private MS 13.43 |
| PAY01100 | Salary Deduction Sheets | | 6 Years | No | Public/Private MS 13.43 |
| PAY01200 | Voluntary Withholdings | Requests for Withholding (United Way, Savings Bonds, etc) | 2 Years after Expiration or Until Superseded | No | Public/Private MS 13.43 |

School District General Records Retention Schedule

Section: Payroll

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|---|-------------------------------------|---|----------|--|
| PAY01300 | Stop Payment Orders and Bonds | | 6 Years | No | Private |
| PAY01400 | Tax Reports | Federal, Minnesota and Other States | 6 Years | No | MS 13.43 |
| PAY01500 | Tax Sheltered Annuity - Contracts | | Permanent, 29 C.F.R. & 1627.3(b)(2) | No | Public/Private MS 13.43 |
| PAY01600 | Tax Sheltered Annuity - Authorization | 457 and 403(B) Plans | Permanent | No | Private MS 13.43 |
| PAY01700 | Time Sheets | | 6 Years | No | Public/Private MS 13.43 |
| PAY01800 | TRA / PERA - Retirement Remittance Report | Monthly and Annual Reports | 6 Years, MS 354.52 | No | Public/Private MS 13.43 |
| PAY02000 | W-2 Statements (Employer's Copy) | | 6 Years | No | Public/Private MS 13.43 |
| PAY02100 | W-4 Statements | | Until Superseded or 6 Years after Termination | No | Public/Private MS 13.43 |

PERSONNEL

School District General Records Retention Schedule

Section: Personnel

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification / Statute |
|----------|------------------------------|--|---|----------|---|
| PER00100 | Employee Medical Records* | Any information Concerning the Health Status of An Employee Which Is Made or Maintained by A Physician, Nurse, or Other Health Care Personnel, or Technician. | 30 Yrs. after Termination or Retirement | No | Private MS 13.42 MS 13.43 |
| PER00110 | Employee Medical Records* | Includes Medical and Employment Questionnaires or Histories, Medical Exams, Medical Opinions, Descriptions of Treatments and Prescriptions, and Employee Medical Complaints. | 30 Yrs. after Termination or Retirement | No | Private MS 13.42 MS 13.43 |
| PER00120 | Request for Leave | Requests for Leave (Vacation , Sick, Personal, etc.) | 6 Yrs. after Termination | No | Public/Private MS 13.43 |
| PER00200 | Leave of Absence Reports | Formal Reports to PERA, TRA, etc., Regarding Unpaid, Board-Approved Leaves | 6 Years | No | Public/Private MS 13.43 |
| PER00210 | Discrimination Claim Records | Sexual Harassment and Discrimination | Until Final Disposition of the Charge or Action | No | Public/Private/ Confidential MS 13.43 MS 13.39 |
| PER00220 | First Report of Injury* | If Maintained With Worker's Compensation File, Retain for 20 Years. | Permanent, MS 176.151 | No | Private MS 13.43 MS 176.231 |

School District General Records Retention Schedule

Section: Personnel

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification / Statute |
|----------|--|---|---|----------|---|
| PER00300 | Applications for Employment/Resume/Interview Documents | Licensed and Classified - Not Hired. Any and all employment records, including but not limited to, application forms, resumes, cover letters, interview notes, interview questions and answers, job inquiries, rejection letters and other documents regarding | 2 Years or until final disposition of a discrimination charge, 29 C.F.R. 1602.14(a), 29 C.F.R. 1602.40, 29 C.F.R. 1627.3(b)(1), Minn. Rules 5000.2250 | No | Public/Private MS 13.43 |
| PER00310 | Applications for Employment/Resume/ and Supporting Documentation | Licensed and Classified - Hired (in personnel file). Any and all employment records, including but not limited to, application forms, resumes, cover letters, interview notes, interview questions and answers, job inquiries, rejection letters and other doc | 6 Years or until final disposition of a discrimination charge, 29 C.F.R. 1602.14(a), 29 C.F.R. 1602.40, 29 C.F.R. 1627.3(b)(1), Minn. Rules 5000.2250 | No | Public/Private MS 13.43 |
| PER00400 | Arbitration Decisions | | Permanent | No | Public/Private MS 13.43 |
| PER00500 | Contracts and Assignments | | 6 Yrs. after Termination | No | Public |
| PER00700 | Equal Employment Opportunity Reports/Summary Data (EEOC/MNCRIS) | | 3 Years, 29 C.F.R. 1602.39 | No | Public |

School District General Records Retention Schedule

Section: Personnel

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification / Statute |
|----------|--|---|---|----------|---|
| PER00900 | Grievance Files | Employee Grievances and/or Complaints Filed Under A Labor Agreement or Personnel Rules. This Also Related to Arbitration Files and Related Court Cases. | Permanent | No | Public/Private MS 13.43 |
| PER01000 | Insurance: Group Master Policies, Contracts and Agreements | See Finance | | | |
| PER01100 | Insurance: Reports | Insurance Census, Premium Reports, Etc. | 6 Years | No | Public/Private MS 13.43 |
| PER01200 | STARS Report | Annual STARS Report to State | 1 Year Until Superseded | No | Public |
| PER01300 | Insurance Records: Enrollment Cards | | Until Superseded | No | Public/Private MS 13.43 |
| PER01400 | Insurance Records: Employees On Leave of Absence | Employees on Leave of Absence, Family Medical Leave Act, Long-term Disability, Retired Teachers, Surviving Spouse, Terminated Employees | 2 Years after Insurance Coverage Terminates | No | Public/Private MS 13.43 |
| PER01800 | Labor Contracts | Contracts Between School District Management and Various Bargaining Units including: Correspondence, Salary Schedules, Personnel Policies. | Permanent | Yes | Public |
| PER02000 | Long Term Disability Claims/Awards | | 10 Years after Final Settlement of Claims | No | Public/Private MS 13.43 |

School District General Records Retention Schedule

Section: Personnel

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification / Statute |
|----------|---|---|--|----------|---|
| PER02100 | Job Descriptions | | Until Superseded | No | Public |
| PER02200 | Mediation Records | | Permanent | No | Public |
| PER02300 | Negotiations Records | Costing Records, Negotiations Strategy Session Tapes | 2 Years after Completion of all BMS Certified Negotiations. MS 471.705(1a) | No | Public/Private MS 471.705 |
| PER02400 | Pay Equity: Classification Studies and Working Papers | | Until Superseded | No | Public |
| PER02500 | Pay Equity: Summary | | Permanent | No | Public |
| PER02700 | Personnel Files - Individual | Containing Citations, Personal History, Employee References, and Letters of Appointment/Promotion, Performance Records, Termination/Resignation, I-9 form, Evaluations, All Personnel and Employment Records, including, but not limited to, Documents Relating | 6 Yrs. after Termination | No | Public/Private MS 13.43 |
| PER02720 | Personnel: Deficiency Reports | Letters of Advice, Reprimands, Letters of Deficiency, Letter of Direction and Correction, Notices of Suspensions. | 6 Years after Termination or by Mutual Agreement To Expunge | No | Public/Private MS 13.43 |
| PER02730 | License and Certifications | Notice of Voluntary Surrender of Teaching License | Until Superseded | No | Public |

School District General Records Retention Schedule

Section: Personnel

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification / Statute |
|----------|--|--|--|----------|--|
| PER02740 | Employee's Response Letter to Any Document in Personnel File | | Same As Document To Which They Are Responding | No | Private MS 13.43 |
| PER02750 | Seniority Lists | | MS122A.40, Subd. 19 Full period the system is in effect and at least one (1) year after termination, 29 C.F.R. 1627.3(b)(2) | No | Public |
| PER02800 | Recruitment Records | Relating to Posting, Recruitment, Selection, and Appointment to Each Position, Advertising | 2 Years | No | Public/Private MS 13.43 |
| PER03000 | Unemployment Claims/Compensation | Claims for Unemployment | 2 Years after Claim Resolution | No | Public/Private MS 13.43 |
| PER03100 | Worker's Compensation - Claims | Injury Reports and Correspondence Dealing With injuries. | 20 Years | No | Private MS 13.43 MS 176.231 |
| PER03200 | Worker's Compensation | Claims Summary, Summary information From Carrier | 6 Years after Termination | No | Public/Private MS 13.43 MS 176.231 |

SPECIAL EDUCATION

School District General Records Retention Schedule

Section: Special Education

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification / Statute |
|----------|---------------------------|-------------------------|---|----------|---|
| SPC00100 | Special Education Records | | The permanent record of the student's name, address, phone number, grades, attendance, and grade level completed may be maintained without time limitation 34 C.F.R. 300.573(b) | No | Private MS 13.32 |

STUDENTS

School District General Records Retention Schedule

Section: Students

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--|--|---|----------|--|
| STD00200 | Accident Reports - Student | | Permanent | No | Private MS 13.32 |
| STD00300 | Achievement and Standardized Tests Results | Testing As Determined by District | Permanent | No | Private MS 13.32 |
| STD00400 | Emergency Care Information | | Until Supersceded or 3 Years after Graduation/Leave District | No | Private MS 13.32 |
| STD00500 | Attendance and Membership Data | Summary of Yearly Attendance by Student As Recorded in Cumulative File | Permanent | No | Private MS 13.32 |
| STD00510 | Attendance and Membership Data | MARRS Data - Detailed | 3 Years | No | Private MS 13.32 |
| STD00600 | Health and Immunization information | | At least five (5) years after the student attains the age of majority (18), so until the age of (23) MS 123.70, Subd. 7 | No | Private MS 13.32 |
| STD00610 | School Nurse Notes | Anecdotal Records | 6 Years after Graduation/Leave District | No | Private MS 13.32 |

School District General Records Retention Schedule

Section: Students

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|---|--|--|----------|--|
| STD00610 | Health Room Log | Daily Record of Student Reporting to Health Room (Excluding Anecdotal Records) | 6 Years after Graduation/Leave District | No | Private MS 13.32 |
| STD00700 | Cumulative File | Including Record of Access, Log In/Out Record for Review or Transfer of Student Records | Permanent | No | Private MS 13.32 |
| STD00800 | Demographic Information | District Census | Permanent | No | Public/Private MS 13.32 |
| STD00810 | Demographic Information | Student Directory information | 1 Year | No | Public |
| STD00820 | Demographic Information | Student Family information, including Dissolution or Custody Orders, etc. | Until Leave District or Superseded by Subsequent order, whichever sooner | No | Public/Private MS 13.32 |
| STD00900 | LEP Reports | Home Language Reports (LEP) | 3 Years | No | Public/Private MS 13.32 |
| STD01000 | Extra and Co-curricular Participation Records | Team Results, Participation, Contracts, (If included in Cumulative File - Permanent Retention) | 1 Year | No | Private MS 13.32 |
| STD01100 | Homeschool Records | | Permanent | No | Private MS 13.32 |
| STD01200 | Preschool Screening | | Permanent | No | Private MS 13.32 |

School District General Records Retention Schedule

Section: Students

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--|---|--|----------|--|
| STD01300 | Nonresident Pupil Attendance Applications/Agreements | | 3 Years after Graduation | No | Private MS 13.32 |
| STD01410 | School Performance Data | Yearly Report Cards | 1 Year after Transfer of Permanent Cumulative File | No | Private MS 13.32 |
| STD01420 | School Performance Data | Transcripts | Permanent | No | Private MS 13.32 |
| STD01500 | Auxiliary Organization Records | Clubs, interest Groups, Student Councils, Athletic Associations | Retain permanently; has historical value | Yes | Public |
| STD01510 | Auxiliary Organization Records | Graduation Programs | Retain permanently; has historical value | Yes | Public |
| STD01520 | Auxiliary Organization Records | Activity Funds - Treasurer's Records, Bylaws, Membership Records, Meeting Minutes | Retain permanently; has historical value | Yes | Public |
| STD01530 | Driver Education Files | | 1 Year | No | Public |

TRANSPORTATION

School District General Records Retention Schedule

Section: Transportation

| Item | Title | Example and Description | Retention Period | Archival | Data Practices Classification/ Statute |
|----------|--|---|-----------------------------------|----------|--|
| TRN00100 | Claims for Transportation Aid | | 3 Years | No | Public |
| TRN00200 | Contractor Correspondence/Reporting | | 3 Years after Completing Contract | No | Public |
| TRN00300 | Contracts With Independent Contractors | | 3 Years after Completing Contract | No | Public |
| TRN00400 | Equipment Inventories | See Buildings | Life of Equipment | No | Public |
| TRN00500 | Equipment Maintenance Records | | 3 Years | No | Public |
| TRN00600 | Minnesota DCF & L Reports | Annual Reports and Student Ridership Categories | 3 Years | No | Public |
| TRN00700 | Pupils Transported for Aid Entitlement | Lists Containing Names of Students | 3 Years, MS+D19 127A.41 | No | Private MS 13.32 |
| TRN00800 | Transportation Mileage Records | | 3 Years | No | Public |
| TRN00900 | Transportation Reimbursements | | 6 Years | No | Public |

7.C.2.e. 523 Policies Incorporated by Reference

Adopted: _____

MSBA/MASA Model Policy 523

Orig. 1995

Revised: _____

Rev. 2012

523 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in the school district's policies are applicable to students as well as to employees. In order to avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies which also apply to students:

| | |
|------------------|--|
| Model Policy 102 | Equal Educational Opportunity |
| Model Policy 103 | Complaints – Students, Employees, Parents, Other Persons |
| Model Policy 206 | Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations |
| Model Policy 211 | Criminal or Civil Action Against School District, School Board Member, Employee, or Student |
| Model Policy 305 | Policy Implementation |
| Model Policy 413 | Harassment and Violence |
| Model Policy 417 | Chemical Use and Abuse |
| Model Policy 418 | Drug-Free Workplace/Drug-Free School |
| Model Policy 419 | Tobacco-Free Environment; <u>Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices</u> |
| Model Policy 420 | Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions |
| Model Policy 511 | Student Fundraising |
| Model Policy 524 | Internet Acceptable Use and Safety Policy |
| Model Policy 525 | Violence Prevention |
| Model Policy 610 | Field Trips |
| Model Policy 613 | Graduation Requirements |
| Model Policy 614 | School District Testing Plan and Procedure |
| Model Policy 615 | Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students |
| Model Policy 616 | School District System Accountability |
| Model Policy 707 | Transportation of Public School Students |
| Model Policy 708 | Transportation of Nonpublic School Students |
| Model Policy 709 | Student Transportation Safety Policy |
| Model Policy 710 | Extracurricular Transportation |
| Model Policy 711 | Video Recording on School Buses |
| Model Policy 712 | Video Surveillance Other Than on Buses |
| Model Policy 801 | Equal Access to School Facilities |

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References:

Cross References:

7.C.2.f. 534 Sunday Night/Family Night

It shall be the policy of District 110 to prohibit the scheduling of any school-sponsored functions and activities, including extra-curricular activities, on Sundays, in order to provide students with time for church, family, friends, homework, etc. When possible, the District will avoid scheduling any school-sponsored activities after 6:30 p.m. on Wednesday evenings.

Exceptions to this policy include:

- (1) State or nationally scheduled activities when the school district has no control over the time, date or location of the event.
- (2) Cases where there are extenuating circumstances. These instances must be pre approved by the Superintendent or their designee and student attendance shall be voluntary.
- (3) Programs directly under the auspices of Community Education are exempt from this policy.

MSHL Bylaw Reference: Minnesota State High School League Bylaw 411

Policy Adopted: January 2004 / revised April 2006/ revised April 2009
Independent School District #110
Waconia, MN

7.C.3. **Series 700 Non-Instructional Operations**

7.C.3.a. 711 Videotaping on School Buses

Adopted: _____

MSBA/MASA Model Policy 711

Orig. 1995

Revised: _____

Rev. ~~2009~~ 2012

711 VIDEO RECORDING ON SCHOOL BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employee misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording student passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to establish a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the school district shall be equipped with a fully enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted, and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recordings

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the rules and/or regulations promulgated thereunder.

3. Video recordings will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.
4. A video recording will be retained by the school district until relooped or until the conclusion of disciplinary proceedings in which the video recording is used for evidence.

[Note: School districts should review their record retention policies/schedules as to the stated retention period for school bus video recordings. The retention time period in the retention schedule should be consistent with the retention time period set forth in this policy. The January 2000 School District General Records Retention Schedule, adopted by many school districts, provides that building security/transportation video recordings are to be retained until relooped.]

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records, Administration)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References: [MSBA/MASA Model Policy 403 \(Discipline, Suspension, and Dismissal of School District Employees\)](#)
[MSBA/MASA Model Policy 406 \(Public and Private Personnel Data\)](#)
[MSBA/MASA Model Policy 502 \(Search of Student Lockers, Desks, Personal Possessions, and Student's Person\)](#)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASAModel Policy 709 (Student Transportation Safety Policy)
[MSBA/MASA Model Policy 712 \(Video Surveillance Other Than on Buses\)](#)
MSBA Service Manual, Chapter 2, Transportation

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

8.A.1. 608 Instructional Services - Special
Education

Adopted: _____

MSBA/MASA Model Policy 608

Orig. 1995

Revised: _____

Rev. 2005 2009

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

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

I. PURPOSE

The purpose of this policy is to set forth the position of the school board on the need to provide for special educational services on the part of to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. RESPONSIBILITIES

- A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for disabled children who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.
- B. The school district shall ensure that all qualified disabled children are provided special education and related services which are appropriate to their educational needs.
- C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Definition of Child with a Disability)
Minn. Stat. §§ 125A.027, 125A.03, 125A.08, 125A.15, and 125A.29 (District Obligations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)

MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

8.A.2. 611 Home Schooling

Adopted: _____

MSBA/MASA Model Policy 611

Orig. 1996

Revised: _____

Rev. ~~2017~~ 2019

611 HOME SCHOOLING

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

I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. GENERAL STATEMENT OF POLICY

The Compulsory Attendance Law (Minn. Stat. § 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship. (Minn. Stat. § 120A.22, Subd. 1)

III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minn. Stat. § 120A.22.

IV. IMMUNIZATION

The parent or guardian of a home-schooled child shall submit statements as required by Minn. Stat. § 121A.15, Subds. 1, 2, 3, 4, and 12, on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year. (Minn. Stat. § 121A.15, Subd. 8)

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request, as required by law, the school district will provide textbooks (including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use), individualized instructional or cooperative learning materials (including teacher materials that accompany pupil materials), software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided in Minn. Stat. § 123B.42 and Minn. Rules Ch. 3540. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to Minn. Stat. §§ 123B.40-123B.48 for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental

cost as a result of providing access electronically.

VI. PUPIL SUPPORT SERVICES

Upon formal request, as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided by Minn. Stat. § 123B.44 and Minn. Rules Ch. 3540. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to Minn. Stat. §§ 123B.40-123B.48 for any of these purposes.

VII. EXTRACURRICULAR ACTIVITIES

Resident pupils who receive instruction in a home school (in which five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students. (Minn. Stat. §§ 123B.36, Subd. 1, and 123B.49, Subd. 4)

VIII. SHARED TIME PROGRAMS

Enrollment in class offerings of the school district.

- A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

[Note: The provisions of Article VIII. - Shared Time Programs do not make a determination as to whether Shared Time Programs should be offered to any pupil. However, home-schooled children are required to be treated the same as all other nonpublic school children.]

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

- 1. Minnesota State High School League-sponsored activities (in which six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school that is a member of the Minnesota State High School League may request that the school district enter into a cooperative

sponsorship arrangement as provided in Minnesota State High School League Bylaw 403.00. The approval of such an arrangement shall be at the discretion of the school board.

- a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.
 - b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.
 - c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.
2. Non-Minnesota State High School League activities in which six or more students receive instruction in the home school.

A home-schooled child may participate ~~in~~ **district** Minnesota State High School League activities offered by the school district upon application and approval from the school ~~board~~ **district** to participate in the activity and the payment of any activity fees associated with the activity. However, home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school ~~board~~ **district**.

B. Transportation Services

1. The school district may provide nonpublic nonregular transportation services to a home-schooled child.
2. The school ~~board~~ **district** of the ~~school district~~ retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 123B.36 (School Boards May Require Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.42 (Textbooks, Individual Instruction Material,

Standard Tests)

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)

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

Minn. Stat. § 123B.86 (Equal Treatment - Transportation)

Minn. Stat. § 123B.92 (Transportation Aid Entitlement)

Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Rules Ch. 3540 (Textbooks, Individualized Instruction Materials,
Standardized Tests)

Cross References: MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 510 (School Activities)

8.A.3. 612.1 Development of Parental Involvement
Policies for Title I Programs

Adopted: _____

MSBA/MASA Model Policy 612.1

Orig. 1996

Revised: _____

Rev. 2005 2016

612.1 DEVELOPMENT OF ~~PARENTAL INVOLVEMENT~~ PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop ~~parental involvement~~ parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the ~~parental involvement~~ parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. ~~It is the~~ The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the ~~involvement of those parents~~ engagement of parents and families in its Title I programs.
- B. ~~It is the~~ The policy of the school district is to fully comply with 20 U.S.C. § 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written ~~parental involvement~~ parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board will direct the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written ~~parental involvement~~ parent and family engagement policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for ~~parental~~ meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school

district's Title I plan and the ~~process of school review and improvement~~ development of support and improvement plans;

- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective ~~parental~~ parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- ~~C. Build the schools' and parents' capacity for strong parental involvement;~~
- ~~D C.~~ Coordinate and integrate ~~parental involvement~~ parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs under other programs, such as Head Start, Early Reading First, Even Start, the Parents as Teachers Program, the Home Instruction Program for Preschool Youngsters, and state administered preschool programs;
- ~~E D.~~ Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the ~~parental involvement~~ parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, and, particularly, with parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or English proficiency, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- ~~F E.~~ Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level ~~parental involvement~~ parent and family engagement policies; and
- ~~G F.~~ Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written ~~parental involvement~~ parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of ~~parental involvement~~ parent and

family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement school parental involvement policy and the joint development of the school-wide program plan, ~~unless the school already has a program for involving parents in the planning and design of its programs that would adequately involve parents of participating children~~ except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions, ~~share experiences with other parents~~ and to participate, as appropriate, in decisions relating to the education of their child's education; children, and ~~to~~ respond to any such suggestions as soon as practicably possible; and
 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children

achieve the state's high standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by ~~monitoring school attendance and homework completion, monitoring television watching,~~ volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as including ~~coordinating necessary~~ literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;

4. Coordinate and integrate parental involvement programs and activities with ~~Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, public preschool programs, and other programs,~~ other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
 5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent ~~home~~ to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train ~~and support~~ parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or have conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental ~~opportunities for~~ involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.

- E. To carry out the requirements of ~~parental involvement~~ parent and family engagement, the school district and schools, to the extent practicable, will provide ~~full~~ opportunities for the informed participation of parents ~~with~~ and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), ~~limited English proficiency or with disabilities~~, including providing information and school ~~profiles reports~~ in a format and, to the extent practicable, in a language ~~and form~~ that is understandable by the parents.
- F. The school district and each school shall ~~assist~~ inform parents and parent organizations ~~by informing such parents and parent organizations~~ of the existence ~~and purpose~~ of ~~such centers~~ family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (~~Parental Involvement~~ Parent and Family Engagement)

Cross References:

I. PURPOSE

The purpose of this policy is to explain the process for reviewing or obtaining public data and to comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13.

II. DEFINITIONS AND CONSTRUCTION

This policy must be construed as consistent with the MGDPA and Minnesota Rules Chapter 1205. All terms used herein that are defined by the MGDPA must be given the same definition as listed in the MGDPA and Rules Chapter 1205. Nothing in this policy shall be interpreted to contradict any other school district policy.

III. RIGHT TO ACCESS PUBLIC DATA

All data collected, created, received, maintained or disseminated by the school district, which is classified by state statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district in this policy.

IV. MAKING A PUBLIC DATA REQUEST

To review or request copies of public data in the school district's possession, a member of the public should make a written request using the form found in Attachment B and submit this request to the appropriate data practices contact described in Attachment C. The school district reserves the right to accept verbal requests for data or reduce verbal requests to writing, at its sole discretion.

V. PROCESSING A DATA REQUEST

Upon receipt of a written request, the school district will process such request within a reasonable time depending on the nature and volume of the request. If the response to a request will take longer than fifteen (15) business days and the requester has provided contact information, then the school district may notify the person of the approximate amount of time it will take to process the request. If it is unclear what data is being requested, then the school district will seek clarification if the requester has provided contact information. If the school district does not have the data requested, then it will notify the requester in writing as soon as reasonably possible.

If the school district has the data requested, and the data may lawfully be disclosed to the requester, then the school district will respond to the request by doing one of the following:

- a. Arrange a date, time, and place for the requester to review the data without cost to the requester; or
- b. Provide the requester with copies of the data. The requester may choose to pick up the copies, or the school district will mail or fax copies of the data to the requester. The school district will provide electronic copies (such as email or CD-ROM) only if the school district keeps the data in electronic format. Prepayment of copies is required unless other arrangements are approved by the responsible authority or designee. Additional information about copy charges is included on Attachment B.

Upon request, the school district will inform the requester as to the meaning of any data disclosed pursuant to this policy.

If the school district determines that the requested data is classified so as to deny the requester access, then the school district shall inform the requester of that determination either verbally at the time of the data request, or in writing as soon as reasonably possible. The responsible authority or designee will certify in writing the denial of the request and cite the specific statutory section, temporary classification, or specific provision of law upon which the denial was based.

VI. CREATING NEW DATA OR RESPONDING TO QUESTIONS

Nothing in this policy or the MGDPA requires the school district to create data in response to a data request, collect new data in response to a data request, or to provide data in a specific form or arrangement if the school district does not keep the data in that form or arrangement. If the school district agrees to create data in response to a request, then the school district will work with the requester regarding the details of the request including cost and response time.

Nothing in this policy or the MGDPA requires the school district to respond to questions that are not requests for data.

VII. REQUESTS FOR SUMMARY DATA

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. The school district will prepare summary data if such request is made in writing and the cost of creating the summary data is prepaid by the requester.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Public Data Access Policy; Data Subject Rights and Access Policy; Availability of Public Data Access Policies)
Minn. Stat. § 13.03 (Access to Government Data; Costs for Providing Copies of Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Rules Part 1205.1200, subpart 2 (Duty of Responsible Authority to Inform Public Where to Direct Inquiries)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
Minnesota Department of Administration Advisory Opinion 13-007
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
Waconia Public Schools Records Retention Schedule

Policy Adopted: April 2015
Waconia Public Schools
Waconia, MN

Attachment A

Copy Costs – Requests for Public Data

The school district charges members of the public for copies of government data as authorized under Minnesota Statutes Section 13.03, subdivision 3(c). A member of the public must pay for the copies before the school district will provide the copies requested.

For 100 or Fewer Paper Black and White Copies -- \$0.25 per Page

The charge for 100 or fewer pages of black and white, letter or legal size paper copies is \$0.25 for a one-sided copy and \$0.50 for a two-sided copy.

Most Other Types of Copies – Actual Cost

The charge for more than 100 pages of black and white copies, or other types of copies, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data.

The school district charges the actual cost of preparing summary data. Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. In determining the actual cost, the school district includes the cost of the employee time, the cost of the materials, and any mailing costs.

If the request is for copies of data that the school district cannot reproduce itself, such as photographs, then it will charge the requester the actual cost it must pay an outside vendor for the copies.

The cost of employee time to search for the requested data, retrieve the requested data, and make copies of the requested data is based upon the lowest hourly rate of the appropriate school district employee. If, because of the subject matter of your request, the school district finds it necessary for a higher-paid employee to search for and retrieve the data, then the search and retrieval portion of the copy charge will be charged at the higher salary/wage. There is no charge for time spent separating public from not public data.

If the data request involves copies of public data that includes commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the school district, the responsible authority may charge a reasonable fee for the information in addition to the costs of making and certifying the copies. Any fee charges must relate to the actual development costs of the information. Upon request, the responsible authority will provide sufficient documentation to explain and justify the fee being charged.

Discretionary Copy Charge Waivers

In some cases, whether the school district charges a requester of public data a copy charge will depend on the costs to the department for providing the copies compared to the costs for

collecting and recording a copy charge payment from a requester. If the cost of providing the copies is outweighed by the costs to the school district for collecting and recording payment, then the school district may waive a copy charge.

If the school district determines that it is in the best interests of the public and the school district to release data without copy charges, then the school district may waive such copy charges. For example, the school district may decide to waive copy charges for a media request when it appears the community and the school district will benefit from release of the data.

Attachment B
Data Request Form – Requests for Public Data

Date of Request: _____

Method of Access to Data:

In-Person Review Copies Both (in-person review and copies)

(Note: In-person review is free, but there is a charge for copies)

Description of Requested Public Data:

(Note: Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form or additional pages.)

Contact Information for Requester of Public Data:

Name: _____

Address: _____

Telephone: _____ Email: _____

A requester of public data does not have to provide any of the above contact information. If a requester wants the school district to mail or email him/her copies of data, then a mailing and/or email address will be necessary. In addition, a lack of contact information could delay the processing of a request. If a requester declines to provide his/her contact information, and the school district does not understand the request and needs clarification, then processing of the request will be delayed until the requester contacts the school district.

Return Completed Form To:

Sonya Sailer, Data Practices Compliance Official
Waconia Public Schools
512 Industrial Boulevard
Waconia, Minnesota 55387
ssailer@isd110.org

You may also direct your data request to one of the school district's other data practices contacts as listed on Attachment C.

Attachment C
Data Practices Contacts

The employees listed below are available to assist you with data practices requests and concerns:

Responsible Authority

Patrick Devine, Superintendent
512 Industrial Boulevard
Waconia, Minnesota 55387
Telephone: (952) 442-0600
pdevine@isd110.org

Data Practices Compliance Official

Sonya Sailer, Data Practices Compliance Official
512 Industrial Boulevard
Waconia, Minnesota 55387
Telephone: (952) 442-0600
ssailer@isd110.org

Data Practices Designees

| Type of Data Requested | Name | Position | Email Address | Telephone Number |
|--|-------------------|------------------------------------|--|-------------------------|
| Public Personnel Data | Sonya Sailer | Director of Human Resources | ssailer@isd110.org | 952-442-0600 |
| Public Financial Data | Todd Swanson | Director of Finance and Operations | tswanson@isd110.org | 952-442-0600 |
| Public Data Southview Elementary | Khuzana DeVaan | Building Principal | kdevaan@isd110.org | 952-442-0620 |
| Public Data Bayview Elementary | Ann Swanson | Building Principal | aswanson@isd110.org | 952-442-0630 |
| Public Data Laketown Elementary | Eduardo Navidad | Building Principal | nwittman@isd110.org | 952-442-0690 |
| Public Data Waconia Middle School | Shane Clausen | Building Principal | sclausen@isd110.org | 952-442-0650 |
| Public Data Waconia High School and WALC | Mark Fredericksen | Building Principal | mfredericksen@isd110.org | 952-442-0670 |

8.A.5. 107 Access to Data for Individual
Subjects

723 107 ACCESS TO DATA FOR INDIVIDUAL DATA SUBJECTS

I. PURPOSE

The purpose of this policy is to explain the process for an employee or other individual to review or obtaining data about that individual or that individual’s minor child maintained by the school district and to comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13.

II. DEFINITIONS AND CONSTRUCTION

This policy must be construed as consistent with the MGDPA and Minnesota Rules Chapter 1205. All terms used herein that are defined by the MGDPA must be given the same definition as listed in the MGDPA and Rules Chapter 1205. This policy does not confer upon an individual the right to access data not otherwise provided in any applicable or other school district policy. Nothing in this policy shall be interpreted to contradict any other school district policy.

III. RIGHT TO ACCESS DATA FOR INDIVIDUAL DATA SUBJECTS

Upon request to a responsible authority or designee, an individual shall be informed whether that individual, the individual’s minor child or person for whom the individual has been appointed legal guardian, is the subject of stored data 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 shall be shown that public or private data about themselves without any charge and, if desired, shall be informed of the content and meaning of that data. Except as required by law, after an individual has been shown this data and informed of its meaning, then the school district need not disclose the data to that individual for six (6) months unless additional data on the individual has been collected or created.

IV. MAKING A DATA REQUEST

To review or request copies of data on the individual that are in the school district’s possession, the individual should make a written request using the form found in Attachment B and submit this request to the appropriate data practices contact described in Attachment C. The school district reserves the right to accept verbal requests for data or reduce verbal requests to writing, at its sole discretion.

V. PROCESSING A DATA REQUEST

If possible, the school district will respond to a written request submitted pursuant to this policy immediately. If immediate compliance is not possible, then the school

district will respond within ten (10) business days of the written request. If it is unclear what data the individual is requesting, then the school district will seek clarification. If the school district does not have the data requested, then it will notify the individual in writing as soon as reasonably possible.

If the school district has the data requested, and the data may lawfully be disclosed to the individual, then the school district will respond to the request by doing one of the following:

- a. Arrange a date, time, and place for the individual to review the data without cost to the individual; or
- b. Provide the individual with copies of the data. The individual may choose to pick up the copies, or the school district will mail or fax copies of the data to the individual. The school district will provide electronic copies (such as email or CD-ROM) only if the school district keeps the data in electronic format. Prepayment of copies is required unless other arrangements are approved by the responsible authority or designee. Additional information about copy charges is included on Attachment B.

If the school district determines that the requested data is classified so as to deny the requesting individual access, then the school district shall inform the requesting individual of that determination either verbally at the time of the data request, or in writing as soon as reasonably possible.

Upon the request of any individual that has been denied access to data, the responsible authority or designee will certify in writing the denial of the request and cite the specific statutory section, temporary classification, or specific provision of law upon which the denial was based.

VI. CREATING NEW DATA OR RESPONDING TO QUESTIONS

Nothing in this policy or the MGDPA requires the school district to create data in response to a data request, collect new data in response to a data request, or to provide data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

Nothing in this policy or the MGDPA requires the school district to respond to questions that are not requests for data.

VII. IDENTIFICATION

The school district reserves the right to require an individual requesting private data on the individual or the individual's minor child to provide valid and sufficient photo identification at the time that the data is requested or provided.

The school district will not disclose private data on anyone other than the individual requesting the data or that individual's minor child without receiving a valid release signed by the subject of the data.

VIII. RIGHTS OF DATA SUBJECTS

A. Challenging Inaccurate or Incomplete Data

Consistent with the MGDPA, any individual who believes that information contained in the school district's records regarding that individual, the individual's minor child or person for whom the individual has been appointed legal guardian, is inaccurate or incomplete may request that the school district amend those records. To exercise this right, the individual must notify the responsible authority or designee described in Attachment C in writing of the nature of the disagreement. Upon receiving such notification, the school district will take action as required by the MGDPA. Please note that the submission of a challenge to data does not guarantee that the school district will amend its records.

B. Information Provided When Data is Requested by the School District

Consistent with the MGDPA and other applicable law, certain circumstances may require the school district to notify an individual who is asked to provide the school district with private or confidential data concerning that individual of the ways in which the school district can use the data collected.

C. Other Rights of Data Subjects

Nothing in this policy shall be construed as limiting the rights provided by the MGDPA. Individuals that are the subject of data in the school district's possession have all of the rights afforded by Minnesota Statutes Section 13.04.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Public Data Access Policy; Data Subject Rights and Access Policy; Availability of Public Data Access Policies)
Minn. Stat. § 13.03 (Access to Government Data; Costs for Providing Copies of Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.43 (Civil Investigative Data)
Minn. Stat. § 122A.20, subd. 2 (Mandatory Reporting)
Minn. Rules Part 1205.1200, subpart 2 (Duty of Responsible Authority to Inform Public Where to Direct Inquiries)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
Minnesota Department of Administration Advisory Opinion 13-007
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
Waconia Public Schools Records Retention Schedule

Policy Adopted: April 2015
Waconia Public Schools
Waconia, MN

Attachment A
Copy Costs – Requests for Data on Individuals

The school district charges individuals for copies as authorized under Minnesota Statutes Section 13.03, subdivision 3(c). An individual must pay for the copies before the school district will provide the copies requested.

For 100 or Fewer Paper Black and White Copies -- \$0.25 per Page

The charge for 100 or fewer pages of black and white, letter or legal size paper copies is \$0.25 for a one-sided copy and \$0.50 for a two-sided copy.

Most Other Types of Copies – Actual Cost

The charge for more than 100 pages of black and white copies, or other types of copies, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data.

In determining the actual cost, the school district includes the cost of the employee time, the cost of the materials, and any mailing costs. If the request is for copies of data that the school district cannot reproduce itself, such as photographs, then it will charge the requester the actual cost it must pay an outside vendor for the copies.

The cost of employee time to search for the requested data, retrieve the requested data, and make copies of the requested data is based upon the lowest hourly rate of the appropriate school district employee. If, because of the subject matter of your request, the school district finds it necessary for a higher-paid employee to search for and retrieve the data, then the search and retrieval portion of the copy charge will be charged at the higher salary/wage. There is no charge for time spent separating public from not public data.

Discretionary Copy Charge Waivers

In some cases, whether the school district charges an individual a copy charge will depend on the costs to the department for providing the copies compared to the costs for collecting and recording a copy charge payment from an individual. If the cost of providing the copies is outweighed by the costs to the school district for collecting and recording payment, then the school district may waive a copy charge.

If the school district determines that it is in the best interests of the public and the school district to release data without copy charges, then the school district may waive such copy charges.

Attachment B
Data Request Form – Requests for Data on Individuals

Date of Request: _____

Method of Access to Data:

In-Person Review Copies Both (in-person review and copies)

(Note: In-person review is free, but there is a charge for copies)

Description of Requested Public Data:

(Note:
Describe the data you are requesting as specifically as possible. If you need more space, please use
the back of this form or additional pages.)

Contact Information for Individual Requesting Data:

Name: _____

Address: _____

Telephone: _____ Email: _____

Verification of Identity:

Driver's License Personal Knowledge Other Form of Identification _____

Return Completed Form To:

Sonya Sailer, Data Practices Compliance Official
Waconia Public Schools
512 Industrial Boulevard
Waconia, Minnesota 55387
ssailer@isd110.org

You may also direct your data request to one of the school district's other data practices contacts as listed on Attachment C.

Attachment C
Data Practices Contacts

The employees listed below are available to assist you with data practices requests and concerns:

Responsible Authority

Patrick Devine, Superintendent
512 Industrial Boulevard
Waconia, Minnesota 55387
Telephone: (952) 442-0600; pdevine@isd110.org

Data Practices Compliance Official

Sonya Sailer, Data Practices Compliance Official
512 Industrial Boulevard
Waconia, Minnesota 55387
Telephone: (952) 442-0600; ssailer@isd110.org

Data Practices Designees

| Type of Data Requested | Name | Position | Email Address | Telephone Number |
|---|--------------------|-------------------------------|--|-------------------------|
| Personnel Data | Sonya Sailer | Director of Human Resources | ssailer@isd110.org | 952-442-0600 |
| Student Special Education Records | Paul Tordoff | Director of Special Education | ptordoff@isd110.org | 952-442-0600 |
| Student Educational Data Southview Elementary | Khuzana DeVaan | Building Principal | kdevaan@isd110.org | 952-442-0620 |
| Student Educational Data Bayview Elementary | Ann Swanson | Building Principal | aswanson@isd110.org | 952-442-0630 |
| Student Educational Data Laketown Elementary | Keith Baune | Building Principal | kbaune@isd110.org | 952-442-0690 |
| Student Educational Data Waconia Middle School | Shane Clausen | Building Principal | sclausen@isd110.org | 952-442-0650 |
| Student Educational Data High School and WLC | Mark Fredericksen | Building Principal | mfredericksen@isd110.org | 952-442-0670 |

8.A.6. 722 Public Data Requests

Adopted: _____

MSBA/MASA Model Policy 722
Orig. 2017

Revised: _____

722 PUBLIC DATA REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data 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, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Government Data

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. 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.

C. Public Data

“Public data” means 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.

D. Responsible Authority

“Responsible authority” means 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.

E. 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 an individual is ascertainable.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority **or data practices designee**.

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. A requestor is not required to explain the reason for the data request.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

- a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
 5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

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. COSTS

- A. Public Data
 - 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Discretionary Copy Charge Waivers

1. The school district has the discretion to waive a copy charge depending on the size of the request and the amount of time needed to provide the copies. For example, if the costs of providing the copies is outweighed by the costs to the school district for collecting and recording payment, then the school district may waive the copy charge. The school district may also waive such copy charges if it determines that it is in the best interests of the public and the school district to release data without copy charges.

Data Practices Contacts

Responsible Authority:

Patrick Devine, Superintendent
Educational Services Center
512 Industrial Boulevard
Waconia, Minnesota 55387
Telephone: (952) 442-0600
Email: pdevine@isd110.org

Data Practices Compliance Official:

Sonya Sailer, Director of Human Resources
Educational Services Center
512 Industrial Boulevard
Waconia, Minnesota 55387
Telephone: (952) 442-0600
Email: ssailer@isd110.org

Data Practices Designee(s):

| Type of Data Requested | Name | Position | Email Address | Telephone Number |
|---|-------------------|------------------------------------|--|------------------|
| Public Personnel Data | Sonya Sailer | Director of Human Resources | ssailer@isd110.org | 952-442-0600 |
| Public Financial Data | Todd Swanson | Director of Finance and Operations | tswanson@isd110.org | 952-442-0600 |
| Public Data Southview Elementary | Khuzana DeVaan | Building Principal | kdevaan@isd110.org | 952-442-0620 |
| Public Data Bayview Elementary | Ann Swanson | Building Principal | aswanson@isd110.org | 952-442-0630 |
| Public Data Laketown Elementary | Keith Baune | Building Principal | kbaune@isd110.org | 952-442-0690 |
| Public Data Waconia Middle School | Shane Clausen | Building Principal | sclausen@isd110.org | 952-442-0650 |
| Public Data Waconia High School and WLC | Mark Fredericksen | Building Principal | mfredericksen@isd110.org | 952-442-0670 |

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Public Data Access Policy; Data Subject Rights and Access Policy; Availability of Public Data Access Policies)
Minn. Stat. § 13.03 (Access to Government Data; Costs for Providing Copies of Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Rules Part 1205.1200, subpart 2 (Duty of Responsible Authority to Inform Public Where to Direct Inquiries)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
Minnesota Department of Administration Advisory Opinion 13-007
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
- Cross References:** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
Waconia Public Schools Records Retention Schedule

8.A.7. 722 FORM

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.

8.A.8. 908 District Acceptance and Use of
Contributions from Individuals and Groups for
Educational Program Support

DISTRICT ACCEPTANCE AND USE OF CONTRIBUTIONS FROM INDIVIDUALS AND GROUPS FOR EDUCATIONAL PROGRAM SUPPORT

The School Board desires to encourage the broadest possible support of the district's educational program which is in the interest of all students. The Board encourages individuals and groups to contribute funds and/or materials in support of educational programs. The acceptance and use of all contributions will be controlled and maintained by the school district to insure the interest of all students is met.

I. GIFT ACCEPTANCE:

- A. Individuals and groups desiring to make a district contribution in support of a school program shall communicate with the superintendent. The contributor shall outline the nature and extent of contribution, as well as other specifics. A written contribution proposal is required for all contributions exceeding \$1,000 (this includes in-kind gifts).
- B. The superintendent is authorized to accept contributions of \$1,000 or less on behalf of the district (this includes in-kind gifts). The contribution must meet the guidelines outlined in this policy.
- C. The school board will authorize acceptance of all contributions exceeding \$1,000 on behalf of the district. The contribution must meet the guidelines outlined in this policy.

II. STAFF POSITIONS AS A GIFT CONTRIBUTION:

If a contribution proposal involves the hiring of personnel, the administration shall oversee the entire hiring process. The school board must approve the posting of all personnel positions and the hiring of all personnel.

Cross References: Policy 706 Acceptance of Gifts
Policy 510 Student Activities
Policy 911 Booster Communications

Policy Adopted: June 14, 1993 \ Amended: June 9, 1997/Amended June 2004
Policy Reviewed: September 2017
Independent School District No. 110
Waconia, Minnesota

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Leadership & District Service Committee

9.C. Finance & Facilities Committee

9.D. Policy & Advocacy Committee

9.E. Southwest Metro Intermediate District 288
Representative

9.F. Teaching & Learning Advisory Council
Representative

9.G. Community Education Advisory Council
Representative

9.H. MSHSL Representative

9.I. Technology Committee Representative

9.J. District 110 Foundation Representative

9.K. Schools for Equity in Education (SEE)
Representative

9.L. Carver County Elected Leaders Representative

9.M. City of Waconia Liaison

9.N. City of Minnetrista Liaison

9.O. City of Victoria Liaison

9.P. City of St. Bonifacius Liaison

9.Q. City of New Germany Liaison

10. **ADJOURNMENT**