

ISD 110 School Board Regular Meeting

Monday, December 18, 2023 7:00 PM

Waconia Public Schools - District Office - Conf Rm A, 512 Industrial Blvd.,
Waconia, MN 55387

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION
OF MEMBERS IN ATTENDANCE, and PLEDGE OF
ALLEGIANCE** **Presenter:** Chair
Geller

2. **Truth in Taxation** **Presenter:** Ra Chhoth,
Director of Finance &
Operations

2.A. Presentation



Waconia Public Schools, ISD 110

Public Hearing for Taxes Payable in 2024

DECEMBER 18, 2023

PRESENTED BY:

RA CHHOTH, DIRECTOR OF
FINANCE AND OPERATIONS

Minnesota State Law Requirements

A Public Meeting...

- Between November 25th & December 28th
- At 6:00 PM or later
- May be part of regularly scheduled meeting
- Must allow for public comments
- May adopt final levy at same meeting

...and Presentation of:

- Current year budget
- Proposed property tax levy

Hearing Agenda



Background
Information on
School Funding



District's Budget



District's Proposed
Tax Levy for Taxes
Payable in 2024



Public Comments

MN Legislature Must Set Funding for Minnesota Public Schools

Minnesota Constitution ARTICLE XIII

MISCELLANEOUS SUBJECTS

Section 1

“UNIFORM SYSTEM OF PUBLIC SCHOOLS. The stability of a republican form of government depending mainly upon the intelligence of the people, it is the duty of the legislature to establish a general and uniform system of public schools. The ***legislature shall make such provisions by taxation or otherwise*** as will secure a thorough and efficient system of public schools throughout the state.”

As a Result,
Funding is
Highly
Regulated

State Sets:

- Formulas which determine revenue; most revenue based on specified amounts per pupil
- Tax policy for local schools
- Maximum authorized property tax levy
 - Districts can levy less, but not more than amount authorized by state, unless approved by voters in November

State also authorizes school board to submit referendums for operating & capital needs to voters for approval

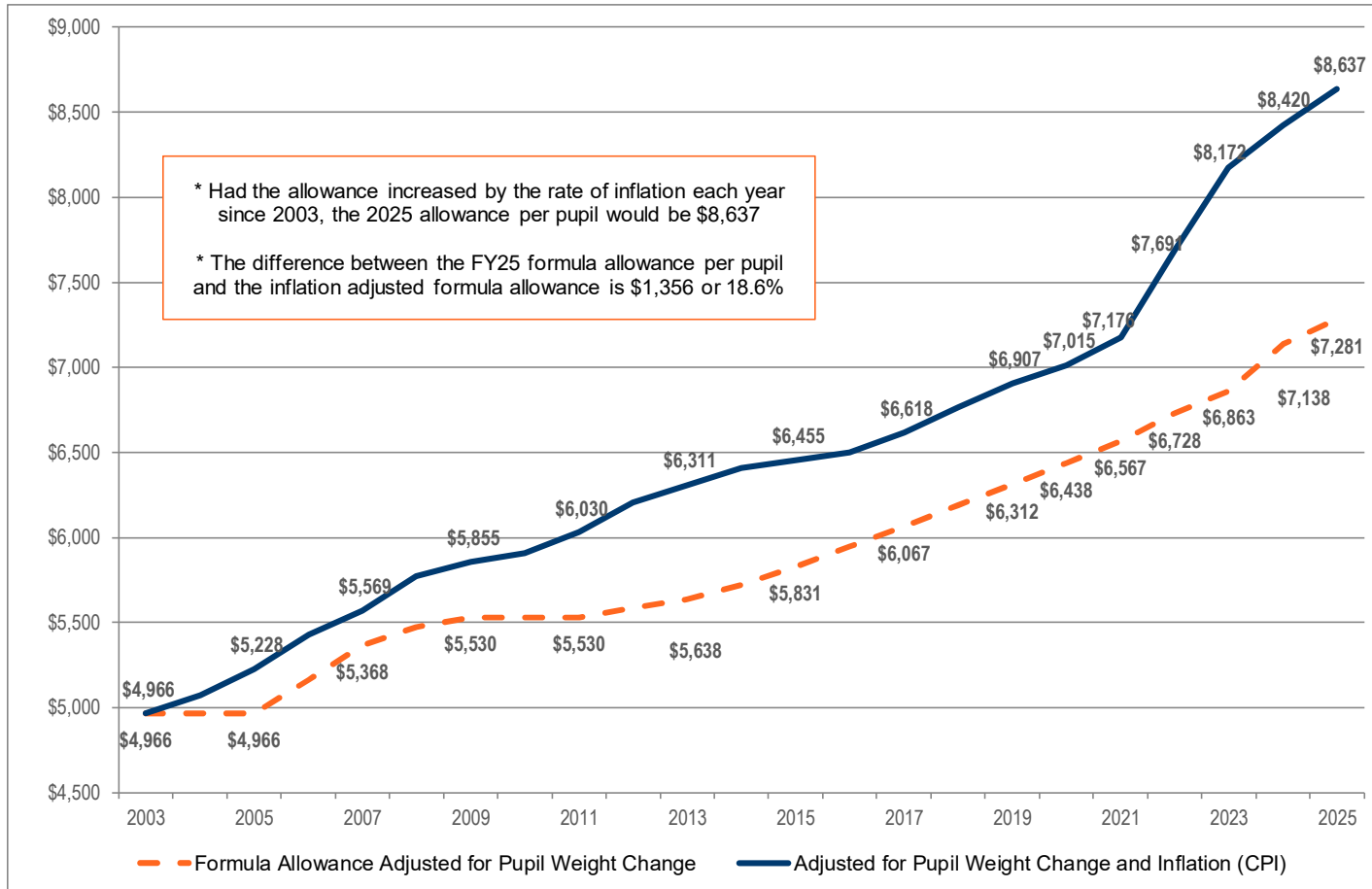
Basic General Education Formula Lags Inflation

- Since 2002-03, state General Education Revenue formula has not kept pace with inflation
- For Fiscal Year 2023-24, an increase of 4.00% or \$275 over previous year was approved
- For Fiscal Year 2024-25, an increase of 2.00% or \$143 over previous year was approved

Per-pupil allowance for Fiscal Year 2024-25 of \$7,281 would need to increase by another \$1,356 (18.6%) to have kept pace with inflation since 2002-03, resulting in an allowance of \$8,637

General Education Formula Allowance, 2003-2025

Adjusted for Pupil Weight Change and Inflation (CPI)

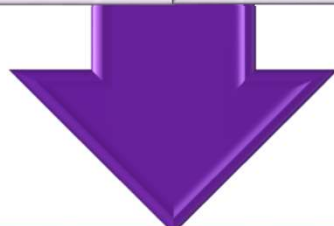


Source: MDE June 2023 Inflation Estimates and Minnesota Laws 2023

According to MN Department of Education (MDE):

FY 2022 costs of providing programs were underfunded statewide by \$712 million

Even with recent improvements in funding, by FY 2027 costs of providing programs statewide will be underfunded by \$408 million



Primary options to bridge funding gap are to cut regular program budgets or increase referendum revenue, most districts have done both

Underfunding of Special Education

Change in Tax Levy does not Determine Change in Budget



Tax levy is based on many state-determined formulas plus voter approved referendums



Some increases in tax levies are revenue neutral, offset by reductions in state aid



Expenditure budget is limited by state-set revenue formulas, voter-approved levies & fund balance



An increase in school taxes does not always correlate to an equal increase in budget

Difference in Levy Cycles



School District:

- Budget year begins July 1st
- 2024 taxes provide revenue for 2024-25 fiscal year
- Budget adopted in June 2024



City/County:

- Budget year begins Jan. 1st
- 2024 taxes provide revenue for 2024 calendar year budget

Budget Information

Because approval of school district budget lags certification of tax levy by six months, state requires only current year budget information be presented at this hearing. Fiscal Year 2024-25 budget will be adopted by School Board in June 2024.

School district budgets are divided into separate funds, based on purposes of revenue, as required by law.

Our District's Funds:

- General
- Food Service
- Community Service
- Debt Service
- Trust
- Internal Service
- OPEB* Trust

**Other Post-Employment Benefits*



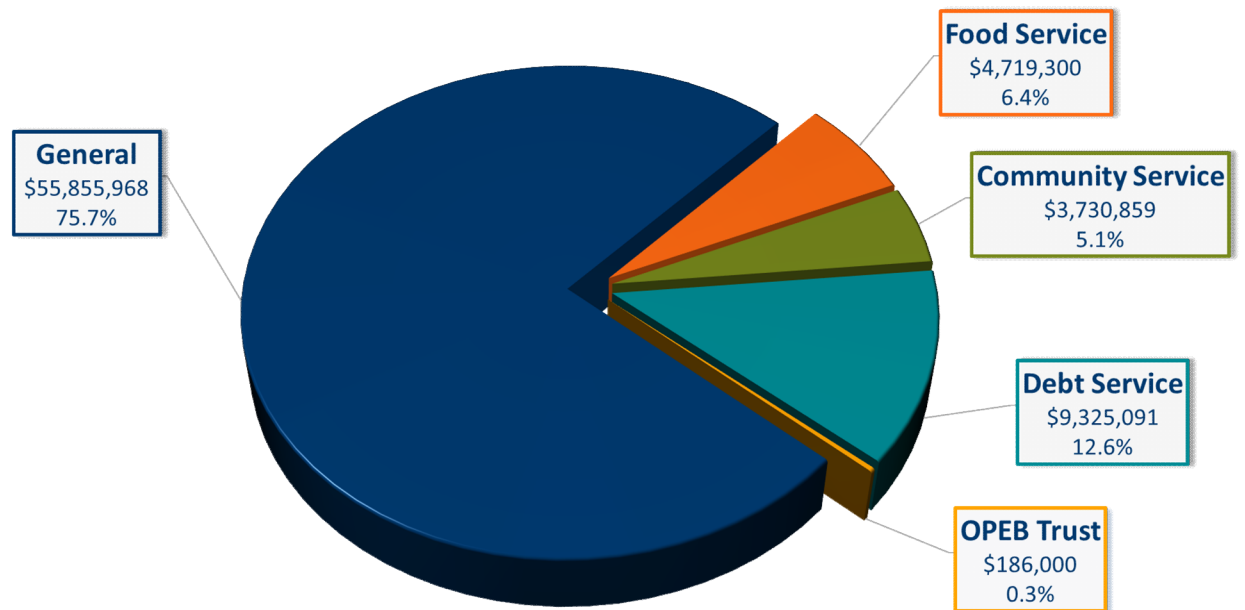
District Revenues & Expenditures
Actual for FY 2023, Budget for FY 2024

FUND	FISCAL 2023 BEGINNING	2022-23 ACTUAL		JUNE 30, 2023 ACTUAL	2023-24 BUDGET		JUNE 30, 2024 PROJECTED
	FUND BALANCES	REVENUES & TRANSFERS IN	EXPENDITURES & TRANSFERS OUT	FUND BALANCES	REVENUES & TRANSFERS IN	EXPENDITURES & TRANSFERS OUT	FUND BALANCES
General/Restricted	\$555,903	\$4,090,373	\$2,859,769	\$1,786,507	\$4,867,087	\$4,715,640	\$1,937,954
General/Other	(4,839,312)	49,793,508	51,050,940	(6,096,744)	50,988,881	49,229,071	(4,336,934)
Food Service	3,052,448	2,728,664	3,413,744	2,367,368	4,719,300	3,399,862	3,686,806
Community Service	751,422	3,763,349	3,151,216	1,363,555	3,730,859	3,383,052	1,711,362
Debt Service	1,763,689	9,841,168	9,413,981	2,190,876	9,325,091	9,327,369	2,188,598
Trust	24,698	7,944	12,444	20,198	0	0	20,198
Internal Service	207,461			85,260			164,960
OPEB* Irrevocable Trust	1,462,294	142,446	357,869	1,246,871	186,000	368,000	1,064,871
Total All Funds	2,978,603	70,367,452	70,259,963	2,963,891	73,817,218	70,422,994	6,437,815

*Other Post Employment Benefits

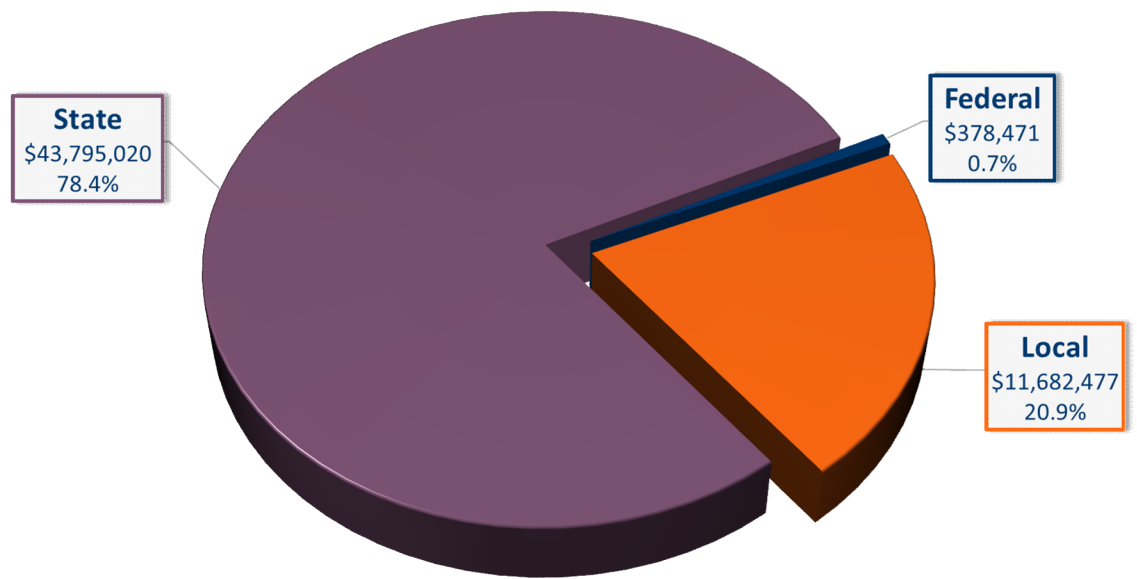
Revenue - All Funds -

2023-24 Budget
\$73,817,218



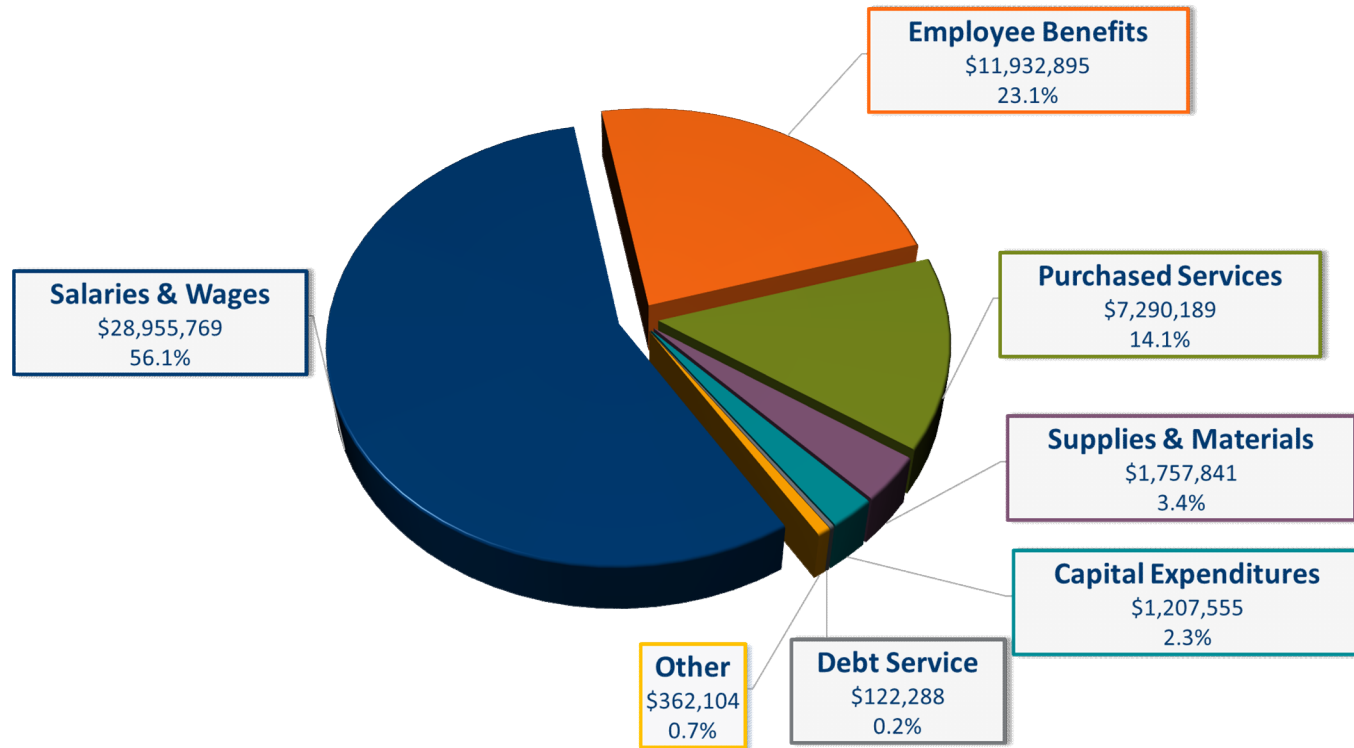
General Fund Revenue

2023-24 Budget
\$55,855,968



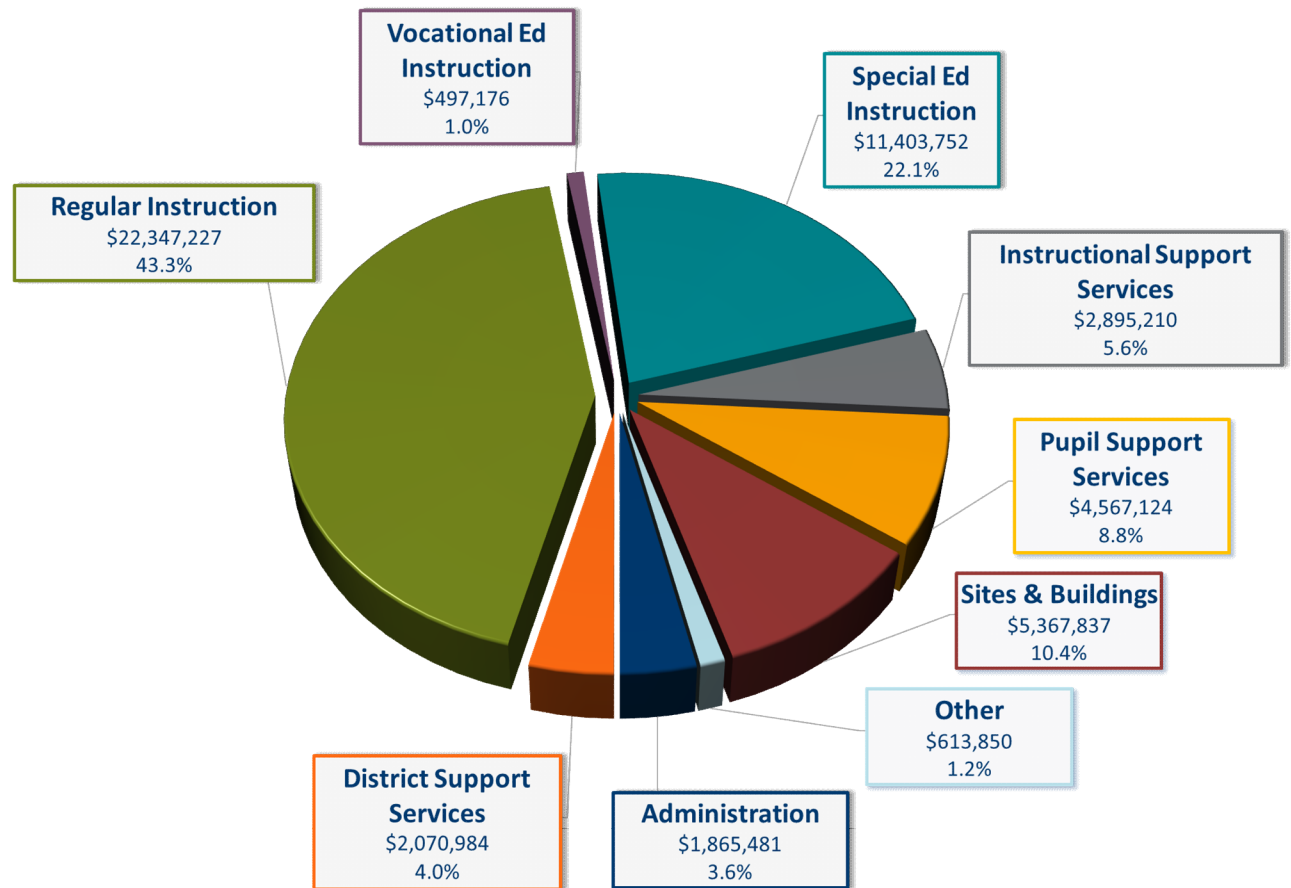
General Fund Expenditures - by Object -

2023-24 Budget
\$51,628,641



General Fund Expenditures - by Program -

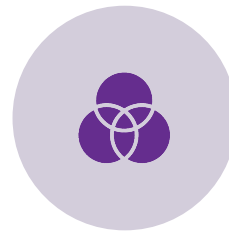
2023-24 Budget
\$51,628,641



Payable 2024 Property Tax Levy



Determination of levy



Compare 2023 to 2024 levies



Reasons for changes in tax
levy



Impact on taxpayers

Property Tax Background

- Every owner of taxable property pays property taxes to various “taxing jurisdictions” (county, city/township, school district, special districts) in which property is located
- Each taxing jurisdiction sets own tax levy, often based on limits in state law
- County sends bills, collects taxes from property owners & distributes funds back to other taxing jurisdictions

Sample of parcel specific notice mailed to every property owner between November 11 & November 24

Contents:

- Proposed property taxes compared to last year
 - By taxing jurisdiction
 - By voter approved & other for school district
- Time & place of public meetings



Spruce County
 Jane Smith, Auditor-Treasurer
 345 12th Street East, Box 78
 Spruceville, MN 55555-5555
 (555) 345-6789
 www.co.spruce.mn.us

TAXPAYER(S):
 John and Mary Johnson
 123 Pine Rd S
 Spruceville, MN 55555-5555

Property Information
 PIN Number: 01.234.56.789.R1 Property Address: 789 Pine Rd S
 Spruceville, MN 55555

Property Description:
 Lot 1, Block 1, Spruce Acres Subdivision

PROPOSED TAXES 2024			
THIS IS NOT A BILL. DO NOT PAY.			
VALUES AND CLASSIFICATION			
Step	Taxes Payable Year	2023	2024
1	Estimated Market Value	\$125,000	\$150,000
	Homestead Exclusion	\$	\$23,800
	Taxable Market Value	\$125,000	\$126,200
	Class	Res NHmstd	Res Hmstd
PROPOSED TAX			
2	Property Taxes before credits		\$1,479.52
	School building bond credit	\$	12.00
	Agricultural market value credit		
	Other credits		
	Property Taxes after credits		\$1,467.52
Step	PROPERTY TAX STATEMENT		
3	Coming in 2024		
The time to provide feedback on PROPOSED LEVIES is NOW			
It is too late to appeal your value without going to Tax Court.			

Proposed Property Taxes and Meetings by Jurisdiction for Your Property			
Contact Information	Meeting Information	Actual 2023	Proposed 2024
State General Property Tax	No public meeting	\$0	\$0
County of Spruce Spruce County Courthouse 123 Spruce St Spruceville, MN 55555 www.co.spruce.mn.us (555) 123-4567	December 6, 7:00 PM	\$438.06	\$484.18
City of Spruceville Mayor's Office 456 Spruce St Spruceville, MN 55555 www.ci.spruceville.mn.us (555) 123-7654	December 2, 6:30 PM Spruceville City Hall	\$273.79	\$312.06
Spruceville School District 999 150 1st St N Spruceville, MN 55555 www.spruceville.k12.mn.us (555) 123-6789 Voter Approved Levies Other Levies	December 9, 7:00 PM Spruceville High School Cafeteria	\$289.35 \$340.11	\$296.68 \$374.60
Total excluding any special assessments:		\$1,341.31	\$1,467.52 9.4%

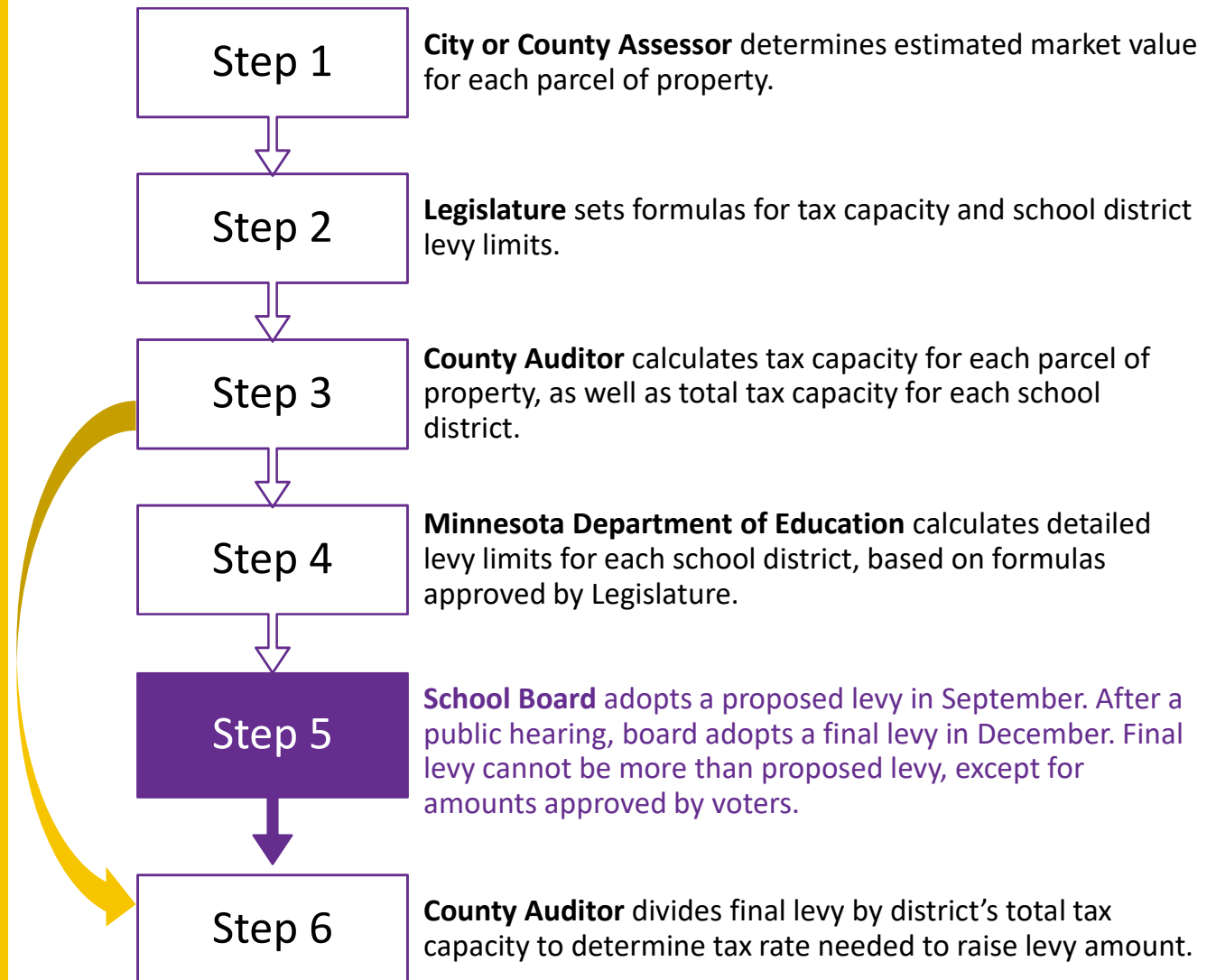
Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2024 may be higher than the proposed amount shown on this notice.

School District Property Taxes

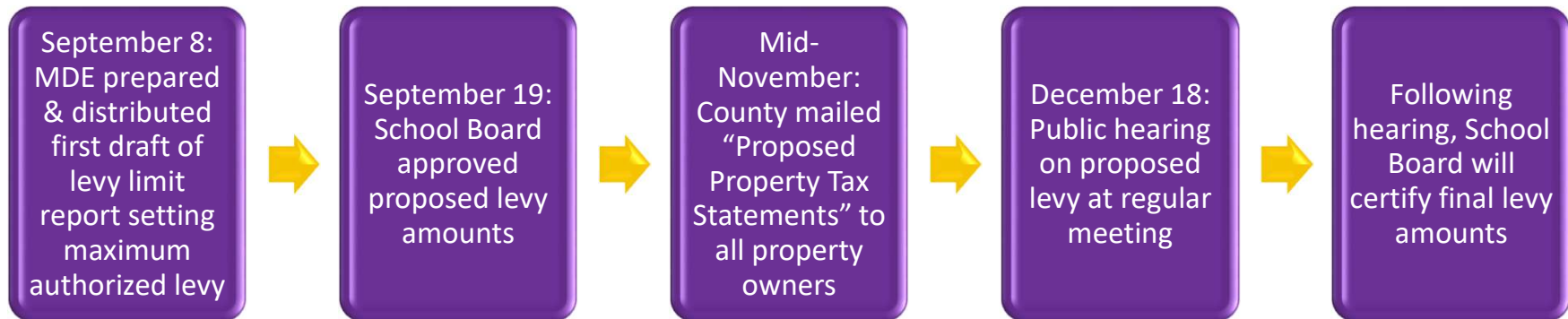
- Each school district may levy taxes in over 40 different categories
- Maximum levy amounts (calculated by MDE) for each category are set by:
 - State law
 - Voter approval
- Property Tax Process
 - Key steps in process are summarized on next slide
 - Any of these steps may affect taxes on a parcel of property, but district has control over only 1 of 6 steps

School District Property Tax Process

Note: For certain levy categories, tax rates & levy amounts are based on referendum market value, rather than tax capacity.



Approval of District's Tax Levy in 2023 (Payable 2024)





Overview of District's Proposed Tax Levy

- Proposed Payable 2024 tax levy is an increase from 2023 of \$208,588 or 1.1%
- Changes by levy category and reasons for major increases & decreases in levy are included on following slides

Comparison of Actual Tax Levy Payable in 2023 to Proposed Levy Payable in 2024

Fund Levy Category	Actual Levy Payable in 2023	Proposed Levy Payable in 2024	\$ Change	% Change
General				
Voter Approved Operating Referendum	\$4,772,478	\$4,800,163	\$27,684	
Local Optional Revenue (LOR)	2,909,176	3,090,372	181,196	
Equity	535,066	510,070	(24,996)	
Operating Capital	358,106	427,620	69,514	
Long Term Facilities Maintenance	528,435	607,660	79,225	
Instructional Lease	649,268	646,759	(2,509)	
Other	408,580	372,591	(35,990)	
Prior Year Adjustments	(191,746)	(255,702)	(63,957)	
Total, General Fund	\$9,969,363	\$10,199,531	\$230,168	2.3%
Community Service				
Basic Community Education	\$167,435	\$171,832	\$4,397	
Early Childhood Family Education	95,106	91,768	(3,338)	
School-Age Child Care	0	36,000	36,000	
Other	3,159	6,629	3,470	
Prior Year Adjustments	2,847	(7,869)	(10,716)	
Total, Community Service Fund	\$268,547	\$298,360	\$29,813	11.1%
Debt Service				
Voter Approved	\$7,852,695	\$7,818,412	(\$34,283)	
Other	584,719	433,125	(151,594)	
Long Term Facility Maintenance	979,260	1,085,307	106,047	
Reduction for Debt Excess	(571,374)	(520,223)	51,151	
Prior Year Adjustments	23,328	613	(22,715)	
Total, Debt Service Fund	\$8,868,628	\$8,817,234	(\$51,394)	-0.6%
Total Levy, All Funds	\$19,106,538	\$19,315,126	\$208,588	1.1%
Subtotal by Truth in Taxation Categories:				
Voter Approved	12,366,766	12,130,841	(235,926)	
Other	6,739,772	7,184,285	444,513	
Total	\$19,106,538	\$19,315,126	\$208,588	1.1%

Explanation of Levy Changes

Category:

- General Fund – Local Optional Revenue (LOR)

Change:

- +\$181,196

Use of Funds:

- General Operating Expenses

Reasons for Change:

- Revenue is provided through a combination of local tax levy and state aid
- Because District's property value increased, share of funding provided through tax levy increased

Explanation of Levy Changes

Category:

- Debt Service Fund – Other & Long Term Facilities Maintenance (LTFM)

Change:

- -\$151,594 (Other) & 106,047 (LTFM)

Use of Funds:

- Debt Payments

Reasons for Changes:

- District's Capital Facilities bonds are being paid off in Fiscal Year 2023-24, so no levy is required for taxes payable in 2024 related to that bond issue
- Debt service levies are coordinated to maintain a level or declining tax rate

Factors Impacting Individual Taxpayers' School Taxes

Many factors can cause a tax bill for an individual property to increase or decrease from year to year

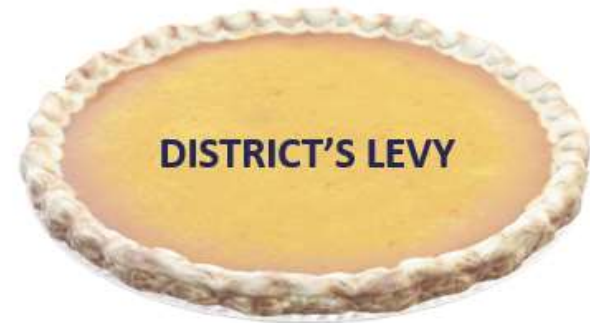
- Changes in value of individual property
- Changes in total value of all property within District
- Increases or decreases in levy amounts caused by changes in state funding formulas, local needs & costs, voter-approved referendums & other factors

What's happening with each slice?

Higher Market Value Increase = Bigger Slice



Lower Market Value Increase = Smaller Slice



Each Property Owner pays a portion of the pie

Impact of Property Valuations

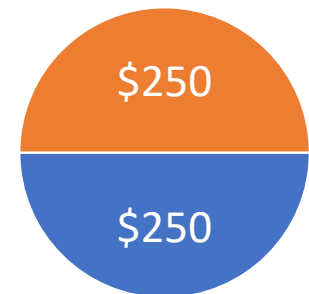
Two properties in the district

- Both houses are valued at \$100,000

Total levy of \$500

- Each property will pay \$250 of levy

\$100,000



\$100,000



Impact of Property Valuations

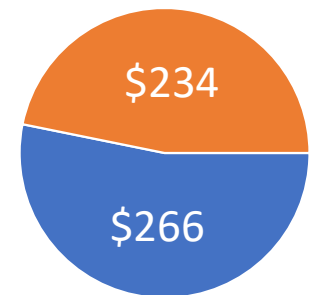
Two properties in the district

- Orange house value increases by 10%
- Blue house value increases by 25%

Total levy of \$500

- School District will still generate the same amount of levy even though values increased
- Orange house pays less
- Blue house pays more

\$110,000



\$125,000



Four Year School Levy Comparison

- Examples include school district taxes only & are shown based on no change and a 29.8% increase in property value for residential homes over the past four years
 - Actual changes in value may be more or less than this for any parcel of property
 - Intended to provide a fair representation of what happened to school district property taxes over this period for typical properties
- Examples are for property in City of Waconia
- Amounts for 2024 are preliminary estimates; final amounts could change slightly
- Estimates prepared by Ehlers (District's municipal financial advisors)

Estimated Changes in School Property Taxes, 2021 to 2024
 Based on No Changes in Property Values

Type of Property	Estimated Market Value	Actual Taxes Payable in 2021	Actual Taxes Payable in 2022	Actual Taxes Payable in 2023	Estimated Taxes Payable in 2024	Change in Taxes 2021 to 2024	Change in Taxes 2023 to 2024
Residential Homestead	\$200,000	\$1,072	\$1,041	\$844	\$812	-\$260	-\$32
	300,000	1,669	1,620	1,311	1,262	-407	-49
	450,000	2,553	2,478	2,004	1,930	-623	-74
	500,000	2,836	2,753	2,226	2,144	-692	-82
	600,000	3,484	3,382	2,732	2,632	-852	-100
	700,000	4,133	4,011	3,237	3,120	-1,013	-117
	800,000	4,781	4,640	3,743	3,608	-1,173	-135
	900,000	5,429	5,268	4,249	4,095	-1,334	-154
1,000,000	6,077	5,897	4,754	4,583	-1,494	-171	
Commercial/ Industrial #	\$500,000	\$3,103	\$2,960	\$2,451	\$2,398	-\$705	-\$53
	1,000,000	6,360	6,064	5,018	4,913	-1,447	-105
	2,000,000	12,873	12,272	10,152	9,942	-2,931	-210

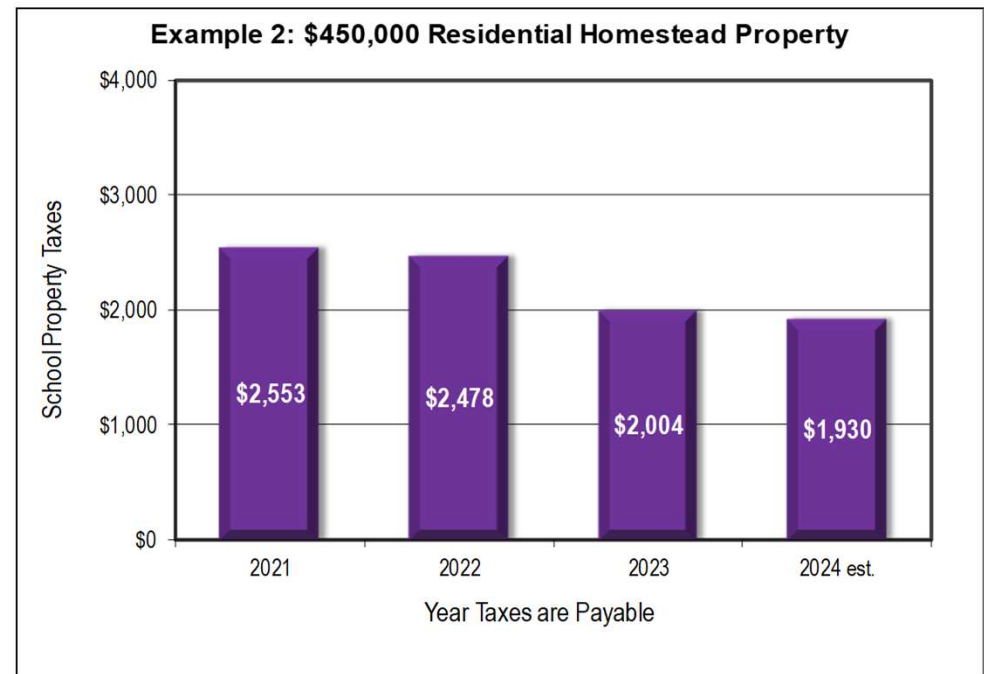
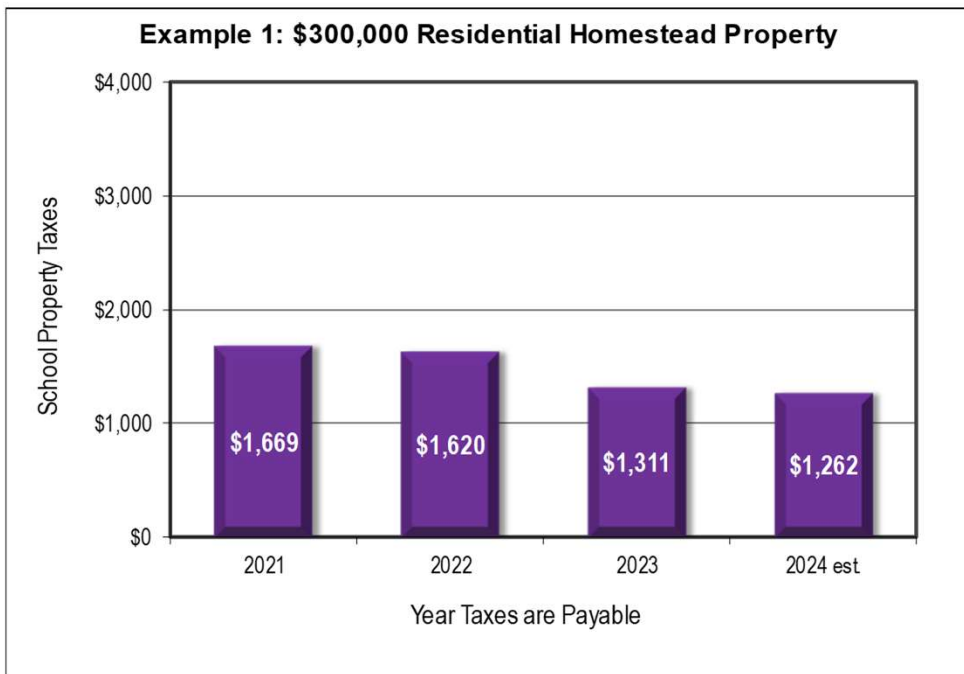
For commercial-industrial property, amounts above are for property in Waconia. Taxes for commercial-industrial property in other municipalities may be slightly different, due to the impact of the Fiscal Disparities Program.

General Notes

1. Amounts are based on school district taxes only, and do not include taxes for city or township, county, state, or other taxing jurisdictions.
2. Estimates of taxes payable in 2024 are preliminary, based on the best data available.
3. For all examples of properties, taxes are calculated based on no changes in estimated market value from 2021 to 2024.

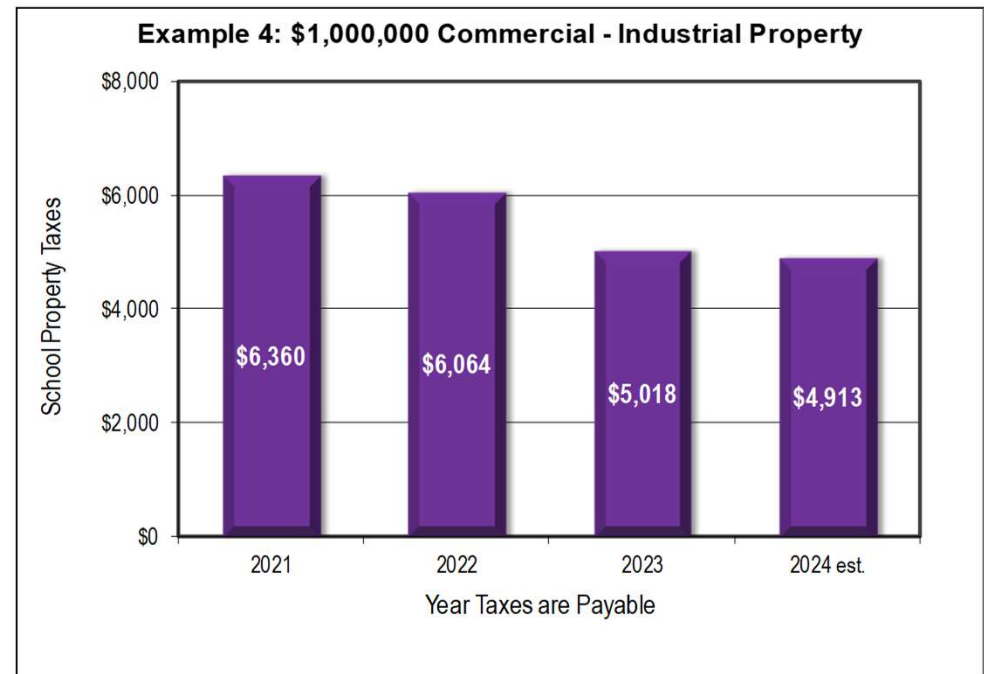
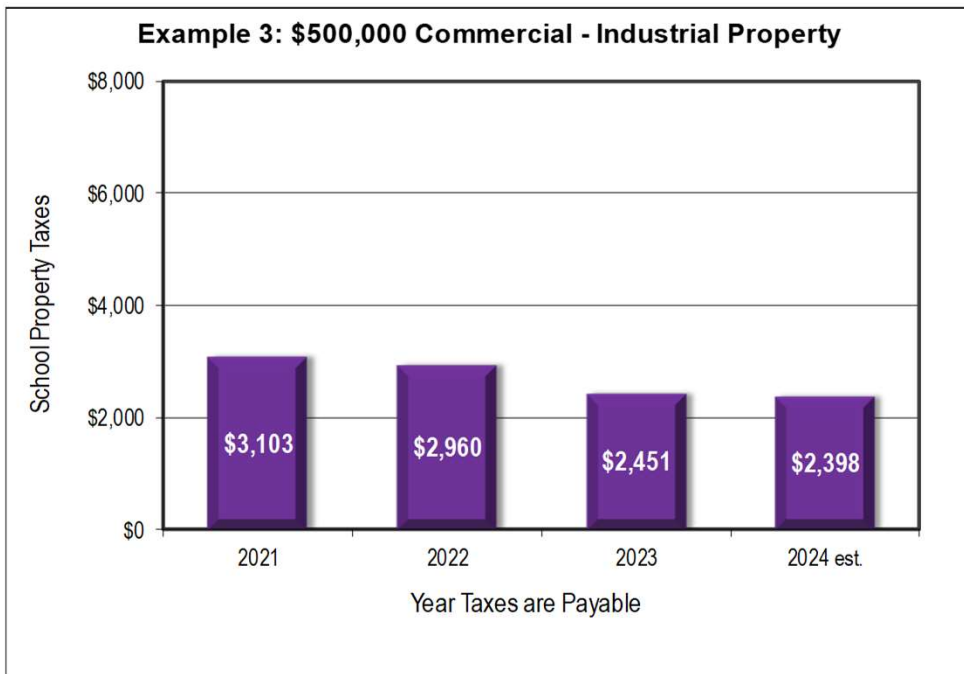
Estimated Changes in School Property Taxes, 2021-24

Based on No Changes in Property Value



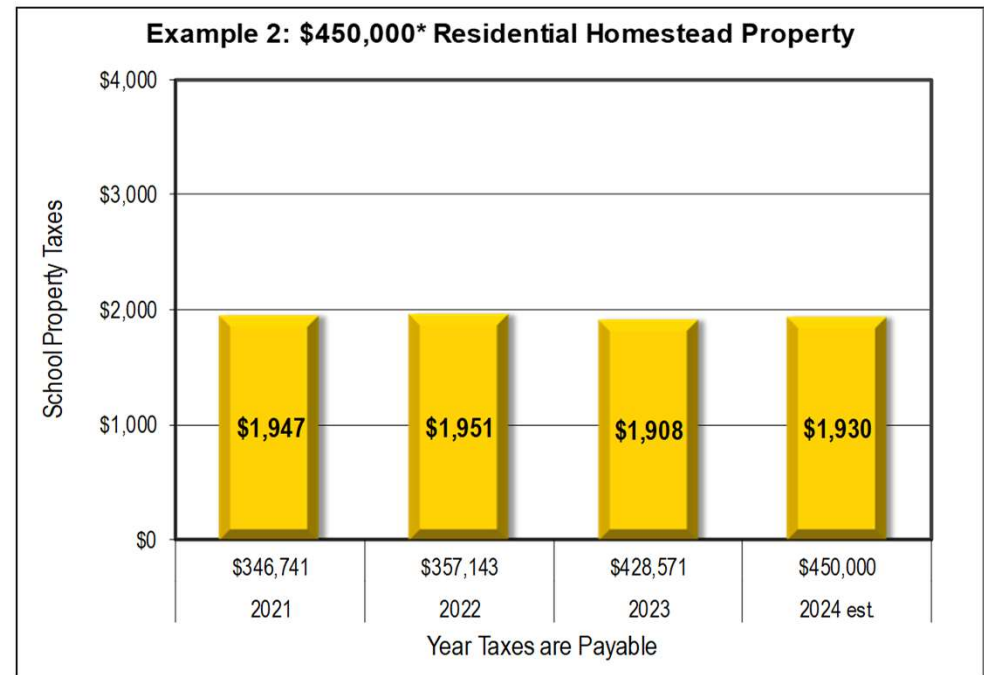
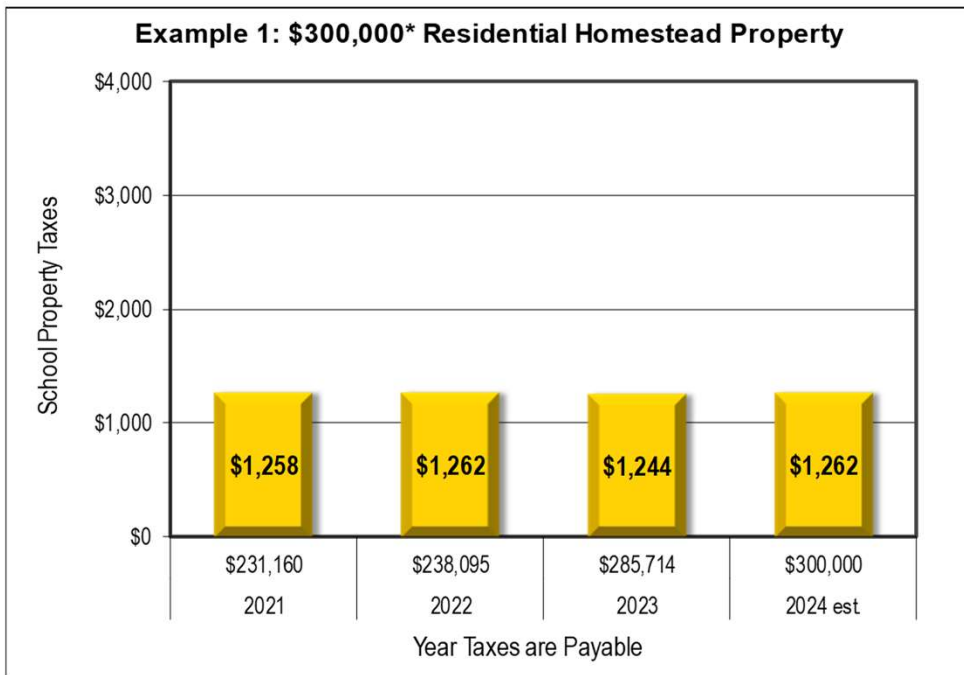
Estimated Changes in School Property Taxes, 2021-24

Based on No Changes in Property Value



Estimated Changes in School Property Taxes, 2021-24

Based on 29.8% Cumulative Changes in Property Value



* Estimated market value for taxes payable in 2024. Taxes are calculated based on changes in market value of 3.0% from 2021 to 2022, 20.0% from 2022 to 2023 and 5.0% from 2023 to 2024.

State Property Tax Refunds & Deferral

Homestead Credit Refund

- Available for all homestead property, both residential and agricultural (house, garage and one acre (HGA) only)
- Refund is sliding scale, based on total property taxes and income (maximum refund is \$3,140 for homeowners and \$2,440 for renters)

Special Property Tax Refund

- Available for all homestead property, both residential & agricultural (HGA only) with a gross tax increase of at least 6% and \$100 over prior year
- Refund is 60% of tax increase that exceeds greater of 6% or \$100 (max \$2,500)

Senior Citizen Property Tax Deferral

- Allows people 65 years of age or older with household income of \$96,000 or less to defer a portion of property taxes on their home
- Deferred property taxes plus accrued interest must be paid when home is sold or homeowner(s) dies

Next Steps



Board accepts public
comments on
proposed levy

Board certifies 2024
property tax levy



PUBLIC COMMENTS

2.B. Public Comment RE: Truth in Taxation

2.C. Final Levy Certification

3. **ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND
CORRESPONDENCE**

Presenter: Chair
Geller

3.A. Upcoming Meetings:

Jan. 3 Annual Organizational Meeting 7PM @
District Office
Jan. 17 Finance & Facilities Committee 6PM @
District Office
Jan. 17 Work Session 7PM @ District Office
Jan. 29 Policy Committee 6PM @ Waconia City Hall
Jan. 29 Regular Meeting 7PM @ Waconia City Hall

4. **PUBLIC COMMENT**

5. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board
Regular Meeting
Monday, November 27, 2023 7:00 PM Central

Waconia City Hall
201 S Vine Street
Waconia, MN 55387

1. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE

Call to order by Chair Geller at 7:00 PM.

Members present: Geller, DeBoer, Hagen, Bergstrom, Kelzer-Breeden, Myers, Amott

Members absent: none

Motion by DeBoer to adopt agenda

Myers second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

2.A. Upcoming Meetings:

Dec. 11 Finance Committee 6pm @ District Office Conf Rm B

Dec. 11 Work Session + Closed Meeting RE: Superintendent's Evaluation 7pm @ District Office Conf. Rm A

Dec. 18 Regular Meeting & Truth in Taxation Hearing + Closed Meeting RE: Superintendent's Evaluation 7pm @ District Office Conf Rm A

3. PUBLIC COMMENT

4. MINUTES OF PREVIOUS MEETING

Approve minutes of the October 23 regular meeting

Motion by DeBoer to approve minutes of the October 23 regular meeting

Amott second

All in favor

Motion carried

5. CONSENT AGENDA

Motion by Amott to approve consent agenda

Kelzer-Breeden second

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items:

Employment

Casper, Georgia
Replacement

Educational Assistant (SPED)
6.5 Hours/Day; 175 Days

SV

Cook, Martin Replacement	Educational Assistant (SPED) Long-Term Substitute	WHS
Eisfeld, Kathryn Replacement	Special Education Teacher Long-Term Substitute	BV
Gerritsen, Elizabeth Replacement	Special Education Teacher Long-Term Substitute	BV
Puckett, Troy Replacement	Administrative Assistant - Activities Hours Vary; 175 Days	WHS
Siefker, Abby Replacement	Kids' Company Aide Part-Time; Hours Vary	Comm Ed
Sufka, Ayla Replacement	Kids' Company Aide Part-Time; Hours Vary	Comm Ed
Werdahl, Karin Replacement	Vocal & Classroom Music Teacher Long-Term Substitute	LT

Employee Status Changes

Gregor, Megan, English/Language Arts Teacher, Overload added for Trimesters 2 and 3 at WHS
Johnson, Kendra, Educational Assistant (SPED) from 6.25 hours/day at WHS to 7.25 hours/day at BV

Jones, Lynda, Educational Assistant (SPED) from 7.5 hours/day to 7.75 hours/day at LT

Mackenthun, Jamie, Educational Assistant (SPED) from 6.5 hours/day to 7 hours/day at WHS

Miguel, Kelly, Nutritional Assistant, from 4.5 hours/day to 5 hours/day at WMS

Stanley, Colleen, Special Education Teacher, Overload added for Trimester 2 at WHS

Wothe, Stacy, Educational Assistant (SPED), from 6.75 hours/day at WMS to 7.5 hours/day at BV

Leaves of Absence

Haack, Les, SPED Teacher at WHS

Kretchman-Grande, Joseph, Social Studies Teacher at WHS

Retirements/Resignations/Terminations

Bieniek-Gelschus, Jane, Physical Therapist at WEC

Byrne, Amanda, English/Language Arts Teacher at WHS

Kerber, Eimile, Educational Assistant (SPED) at WMS

Luttschwager, Alyssa, Life Sciences Teacher at WMS

Mereness, Allison, Mobile Web Technology Specialist at LT

Nygaard, Lynn, Administrative Assistant-Activities at WHS

Romero, Jessica, Educational Assistant (SPED) at SV

Skelton, Mark, Custodial Cleaner at WHS

5.C. Receipts of Donation

6. REPORTS

6.A. Student Representative Report

6.B. K-12 Class size report

6.C. Finance Report

6.D. Labor Relations Update

7. ACTION ITEMS

7.A. Proposed 2025-2026 Academic Calendar

Motion by DeBoer to approve 2025-2026 Academic Calendar

Myers second

Ayes: Geller, Myers, Bergstrom, Hagen, Amott, Kelzer-Breden

Nays: DeBoer

Motion carried

7.B. Resolution Relating to a Commitment to the Redevelopment of an Agreement for a Shared-Time, Carver County Law Officer Designated to Serve Both Waconia Public Schools ISD 110 and the City of Waconia (Roll Call Vote)

Motion by DeBoer to approve Resolution Relating to a Commitment to the Redevelopment of an Agreement for a Shared-Time, Carver County Law Officer Designated to Serve Both Waconia Public Schools ISD 110 and the City of Waconia

Amott second

All in favor

Motion carried

8. DISCUSSION ITEMS

8.A. First Read Board Policies

8.A.1. 902 Facility Use

8.A.2. 416 Drug and Alcohol Testing

8.A.3. 413 Harassment and Violence

8.A.4. 213 School Board Committees

8.A.5. 507 Corporal Punishment

8.A.6. 620 Credit for Learning

9. BOARD COMMITTEE REPORTS

9.A. Negotiations Committee: Negotiations Update

- 9.B. Self-Governance & Superintendent Relations Committee
- 9.C. Finance & Facilities Committee
- 9.D. Policy & Advocacy Committee
- 9.E. District 110 Advisory Council
- 9.F. Schools for Equity in Education (SEE) Representative
- 9.G. Southwest Metro Intermediate District 288 Representative
- 9.H. MSHSL Representative
- 9.I. Special Education Advisory Council
- 9.J. Community Education Advisory Council Representative
- 9.K. Teaching & Learning Advisory Council Representative
- 9.L. Chemical Abuse Advisory Council/HERO's
- 9.M. City of Waconia Liaison

10. ENTER CLOSED MEETING RE: Labor Negotiation Strategy

Motion by DeBoer to move into closed meeting for Labor Negotiation Strategy

Bergstrom second

All in favor

Motion carried

8:15 PM

11. ADJOURNMENT

Motion by DeBoer to adjourn

Kelzer-Breedon second

All in favor

Motion carried

Meeting adjourned at 9:04 PM

ISD 110 School Board Work Session
Monday, December 11, 2023 7:00 PM Central

Waconia Public Schools - District Office -
Conf Rm A
512 Industrial Blvd.
Waconia, MN 55387

Members present: Geller, DeBoer, Bergstrom, Hagen, Amott, Kelzer-Breeden
Members absent: Myers

1. Annual Audit Report

Motion by DeBoer to approve Annual Audit Report
Amott second
All in favor
Motion carried

2. SiteLogIQ

3. PMA Finance Presentation

4. Superintendent Updates

SRO, Speech/Debate has 27 signed up, Strategic Planning process update

5. Enter Closed Meeting RE: Superintendent Evaluation

Motion by Hagen to enter closed meeting
DeBoer second
All in favor
Motion carried

Meeting ended at 8:45 PM

6. **CONSENT AGENDA**

Presenter: Chair
Geller

6.A. Bills and Wire Transfers

Presenter: Ra Chhoth,
Director of Finance
and Operations

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
610133	BEEHNER, TAMI	11/29/2023	S	660.00	November
610134	BEEHNER, TAMI	11/29/2023	S	8,400.00	November
610135	EYE MED-FIDELITY SECURITY LIFE	11/30/2023	R	2,034.76	November
610136	NCPERS GROUP LIFE INS	11/30/2023	R	96.00	November
610137	RODENBURG LAW FIRM	11/30/2023	R	524.22	November
610138	SCHOOL SERVICE EMPLOYEES	11/30/2023	R	1,058.50	November
610139	WACONIA EDUCATION ASSOCIATION	11/30/2023	R	11,967.73	November
610140	KOCH SCHOOL BUS SERVICE, INC	11/30/2023	R	418,411.43	November
610141	AIRGAS USA LLC	12/01/2023	R	1,051.80	December
610142	ALLEX, JESSE	12/01/2023	R	70.00	December
610143	ALPHA WIRELESS COMMUNICATIONS	12/01/2023	R	500.19	December
610144	APPLE INC	12/01/2023	R	598.00	December
610145	ARROW LIFT ACCESSIBILITY	12/01/2023	R	252.00	December
610146	BD & LL SCREEN PRINTING	12/01/2023	R	466.00	December
610147	BEST BUY BUSINESS ADV ACCT	12/01/2023	R	585.00	December
610148	BIO-RAD LABORATORIES INC	12/01/2023	R	167.73	December
610149	BLICK ART MATERIALS	12/01/2023	R	420.35	December
610150	BLUE 84	12/01/2023	R	1,475.12	December
610151	BNR IRRIGATION SERVICES INC	12/01/2023	R	5,930.74	December
610152	BUZARD, BRYAN	12/01/2023	R	70.00	December
610153	CATALYST SOURCING SOLUTIONS	12/01/2023	R	432.49	December
610154	CFA FUNDRAISING	12/01/2023	R	932.25	December
610155	DRUSCH, MERLYN PETE	12/01/2023	R	110.00	December
610156	EAST RIDGE HIGH SCHOOL	12/01/2023	R	175.00	December
610157	GRAINGER	12/01/2023	R	214.26	December
610158	HAGEN, TESSA	12/01/2023	R	396.90	December
610159	HDL-HARDWARE DISTRIBUTORS, LTD	12/01/2023	R	355.28	December
610160	HILDI INC	12/01/2023	R	3,425.00	December
610161	HILLYARD/HUTCHINSON	12/01/2023	R	2,849.16	December
610162	IEA, INC	12/01/2023	R	1,345.03	December
610163	INDIANHEAD FS DISTRIBUTOR, INC	12/01/2023	R	19,770.18	December
610164	INNOVATIONAL WATER SOLUTIONS I	12/01/2023	R	622.40	December
610165	KROELLS, LINDA	12/01/2023	R	396.90	December
610166	KULLY SUPPLY COMPANY	12/01/2023	R	118.21	December
610167	LANO EQUIPMENT INC	12/01/2023	R	3,779.81	December
610168	NATIONAL PEN CO LLC	12/01/2023	R	266.95	December
610169	NOVAK, JANICE	12/01/2023	R	20.00	December
610170	PERFORMANCE FOODSERVICE	12/01/2023	R	1,798.85	December
610171	PERNSTEINER CREATIVE GROUP, IN	12/01/2023	R	2,269.00	December
610172	PLANSOURCE BENEFITS ADMIN INC	12/01/2023	R	3,063.68	December
610173	RIVERSIDE DESIGN	12/01/2023	R	240.00	December
610174	ROSEMOUNT SAW & TOOL CO	12/01/2023	R	42.50	December
610175	SCHOOL SPECIALTY, LLC	12/01/2023	R	106.28	December
610176	SOUTHWEST METRO INTERMEDIATE D	12/01/2023	R	33,750.00	December
610177	STATE SUPPLY COMPANY	12/01/2023	R	434.84	December
610178	SUCH A VOICE	12/01/2023	R	105.00	December
610179	SUPERINTENDENCY INSTITUTE	12/01/2023	R	225.00	December
610180	TRIO SUPPLY COMPANY	12/01/2023	R	659.65	December
610181	UNIVERSAL ATHLETIC LLC	12/01/2023	R	192.00	December
610182	US POSTAL SERVICE	12/01/2023	R	1,500.79	December
610183	WINSOR LEARNING, INC	12/01/2023	R	3,594.50	December
610184	ZARNOTH BRUSH WORKS INC	12/01/2023	R	2,410.50	December
610186	AMAZON CAPITAL SERVICES	12/06/2023	R	7,560.74	December
610187	21ST CENTURY SPORTS LLC	12/08/2023	R	2,185.75	December
610188	ANDREWS, IRVIN	12/08/2023	R	668.48	December
610189	AVIBEN	12/08/2023	R	250.04	December

CHECK NUMBER	CHECK VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
610190	BEACON ATHLETICS LLC	12/08/2023	R	1,342.00	December
610191	BSN SPORTS LLC	12/08/2023	R	131.62	December
610192	BUFFALO HIGH SCHOOL	12/08/2023	R	300.00	December
610193	CHANHASSEN HIGH SCHOOL	12/08/2023	R	175.00	December
610194	COLONY PLAZA, INC	12/08/2023	R	46.07	December
610195	CURTIS, MELISSA	12/08/2023	R	727.00	December
610196	DC-LITCH COOP	12/08/2023	R	150.00	December
610197	DOORWAY TO COLLEGE FOUNDATION	12/08/2023	R	4,116.00	December
610198	EAST RIDGE HIGH SCHOOL	12/08/2023	R	250.00	December
610199	EDEN PRAIRIE HIGH SCHOOL	12/08/2023	R	350.00	December
610200	FLINN SCIENTIFIC	12/08/2023	R	500.82	December
610201	G-SPORTS WRESTLING	12/08/2023	R	229.00	December
610202	GOPHER WRESTLING CLUB	12/08/2023	R	425.00	December
610203	GREATER MN COMMUNICATIONS	12/08/2023	R	341.00	December
610204	HAMMER SPORTS LLC	12/08/2023	R	139.00	December
610205	HEGER'S DAIRY LLC	12/08/2023	R	9,987.96	December
610206	HERITAGE EMBROIDERY & DESIGN	12/08/2023	R	44.00	December
610207	HONNOLD, MARK	12/08/2023	R	111.00	December
610208	INDIANHEAD FS DISTRIBUTOR, INC	12/08/2023	R	19,406.31	December
610209	INNOVATIVE OFFICE SOLUTIONS LL	12/08/2023	R	29.22	December
610210	KURITA AMERICA INC	12/08/2023	R	6,159.05	December
610211	LANO EQUIPMENT INC	12/08/2023	R	2,858.22	December
610212	LOFFLER COMPANIES	12/08/2023	R	338.17	December
610213	METRONET	12/08/2023	R	1,884.70	December
610214	MINNETONKA HIGH SCHOOL	12/08/2023	R	250.00	December
610215	MN DEPT OF HEALTH	12/08/2023	R	290.00	December
610216	MOUND WESTONKA HS	12/08/2023	R	275.00	December
610217	NAMI MINNESOTA	12/08/2023	R	200.00	December
610218	OFFICE OF MNIT SERVICES	12/08/2023	R	35.70	December
610219	ORIENTAL TRADING/FUN EXPRESS	12/08/2023	R	498.63	December
610220	ORONO HIGH SCHOOL	12/08/2023	R	280.00	December
610221	PAN-O-GOLD BAKING CO	12/08/2023	R	2,641.74	December
610222	PERFORMANCE FOODSERVICE	12/08/2023	R	799.77	December
610223	PERNSTEINER CREATIVE GROUP, IN	12/08/2023	R	522.16	December
610224	PLAY	12/08/2023	R	500.00	December
610225	PRIOR LAKE HIGH SCHOOL	12/08/2023	R	250.00	December
610226	RECTECH OUTDOOR SOLUTIONS LLC	12/08/2023	R	324.97	December
610227	ROSEMOUNT TRAVELING BASEBALL	12/08/2023	R	450.00	December
610228	SASC LLC	12/08/2023	R	2,800.00	December
610229	SCAN AIR FILTER, INC	12/08/2023	R	2,103.92	December
610230	SCHOLASTIC, INC	12/08/2023	R	439.56	December
610231	SCHOOL SPECIALTY, LLC	12/08/2023	R	19.08	December
610232	SHRED-N-GO INC	12/08/2023	R	170.00	December
610233	SORENSEN, JUSTIN	12/08/2023	R	6.65	December
610234	SQUIRES,WALDSPURGER & MACE PA	12/08/2023	R	4,457.00	December
610235	ST JOSEPH CATHOLIC SCHOOL	12/08/2023	R	4,181.11	December
610236	ST MICHAEL-ALBERTVILLE HS	12/08/2023	R	275.00	December
610237	STILLWATER HIGH SCHOOL	12/08/2023	R	175.00	December
610238	TINTES, MATTHEW	12/08/2023	R	870.00	December
610239	TRIO SUPPLY COMPANY	12/08/2023	R	1,658.76	December
610240	VANDY'S GRILLE	12/08/2023	R	4,014.73	December
610241	WINSTED SOLAR LLC	12/08/2023	R	4,826.29	December
610242	SUNBEEB, SUBEL	12/08/2023	R	143.00	December
202300499	EDUCATIONAL SUPPORT PARA UNION	11/15/2023	W	1,398.78	November
202300501	LIFE INS CO OF NORTH AMERICA	11/15/2023	W	4,099.12	November
202300507	ONEBRIDGE BENEFITS, INC.	11/15/2023	W	4,597.36	November

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202300509	BLUE CROSS AND BLUE SHIELD OF	11/20/2023	W	695,356.20	November
202300511	EDUCATIONAL SUPPORT PARA UNION	11/30/2023	W	1,423.48	November
202300512	INTERNAL REVENUE SERVICE	11/30/2023	W	267,664.53	November
202300513	LIFE INS CO OF NORTH AMERICA	11/30/2023	W	6,641.70	November
202300514	MN CHILD SUPPORT PYMT CENTER	11/30/2023	W	128.00	November
202300515	MN DEPT OF REVENUE	11/30/2023	W	42,338.32	November
202300516	MN TEACHERS RETIREMENT ASSN	11/30/2023	W	152,496.34	November
202300517	PERA	11/30/2023	W	48,295.10	November
202300518	AVIBEN	11/30/2023	W	58,411.91	November
202300519	ONEBRIDGE BENEFITS, INC.	11/30/2023	W	4,555.69	November
202300519	ONEBRIDGE BENEFITS, INC.	11/16/2023	W	986.50	November
202300520	TARGET BANK	12/10/2023	W	1,875.86	December
202300521	ALDI	12/10/2023	W	502.24	December
202300524	VENDNET	12/10/2023	W	325.40	December
202300542	DOMINO'S PIZZA	12/10/2023	W	46.44	December
202300546	MACKENTHUN'S FINE FOODS	12/10/2023	W	42.91	December
202300547	SCOOTER'S COFFEE	12/10/2023	W	64.43	December
202300548	HOME DEPOT	12/10/2023	W	413.76	December
202300549	WALGREENS	12/10/2023	W	107.99	December
202300550	SWIM BRIDGE LLC	12/10/2023	W	402.22	December
202300551	TEACHERS SYNERGY, LLC	12/10/2023	W	287.99	December
202300552	US POSTAL SERVICE	12/10/2023	W	5.01	December
202300554	MPSTMA	12/10/2023	W	55.00	December
202300555	SPIRALEDGE INC	12/10/2023	W	631.15	December
202300556	MINNSPRA	12/10/2023	W	100.00	December
202300557	DOLLAR TREE	12/10/2023	W	146.25	December
202300558	VIMEO	12/10/2023	W	84.00	December
202300560	WACONIA CHAMBER OF COMMERCE	12/10/2023	W	60.00	December
202300561	CHIPOTLE	12/10/2023	W	1,794.00	December
202300563	ROCKET SCIENCE GROUP, LLC	12/10/2023	W	265.00	December
202300567	TWIN CITIES SOCCER LEAGUES	12/10/2023	W	464.50	December
202300568	STAGES THEATRE COMPANY	12/10/2023	W	722.50	December
202300570	UNITED AIRLINES	12/10/2023	W	282.84	December
202300571	VEX ROBOTICS INC	12/10/2023	W	372.30	December
202300572	MIDWEST CLINIC	12/10/2023	W	210.00	December
202300573	MUSIC THEATRE INTERNATIONAL	12/10/2023	W	1,564.75	December
202300574	MN VALLEY ELECTRIC CORP	12/10/2023	W	28,836.39	December
202300575	CANVA	12/10/2023	W	360.00	December
202300576	MICHCO	12/10/2023	W	63.69	December
202300578	COURAGE EQUIPMENT	12/10/2023	W	1,801.00	December
202300579	WEBSTAUANT STORE	12/10/2023	W	3,142.71	December
202300580	EDUCATION WEEK	12/10/2023	W	77.00	December
202300581	LIGHTING SUPPLY	12/10/2023	W	297.93	December
202300583	GARDEN STATE DINER	12/10/2023	W	889.25	December
202300584	SOCIAL STUDIES SCHOOL SERVICE	12/10/2023	W	140.00	December
202300586	BEYOND THE NOTES MUSIC FESTIVA	12/10/2023	W	300.00	December
202300587	CLIFTONLARSONALLEN	12/10/2023	W	18,573.28	December
202300588	HOTEL EDISON - NEW YORK	12/10/2023	W	150.00	December
202300590	MSCA-MN SCHOOL COUNSELORS ASSN	12/10/2023	W	620.00	December
202300591	BAKERY ON MAIN	12/10/2023	W	920.56	December
202300593	AT&T MOBILITY	11/02/2023	W	292.34	November
202300594	T-MOBILE	11/07/2023	W	700.00	November
202300595	SFM	11/10/2023	W	17,852.00	November
202300596	QUADIENT FINANCE USA, INC	11/20/2023	W	1,300.00	November
202300597	XCEL ENERGY	11/29/2023	W	73.58	November
202300598	CENTERPOINT ENERGY	11/30/2023	W	21,540.25	November

CHECK		CHECK	CHE	POST	
NUMBER	VENDOR	DATE	TYP	AMOUNT	MONTH
202300599	SECURITY BANK & TRUST CO	11/30/2023	W	185.65	November
202300600	AUTHORIZE.NET	11/02/2023	W	199.35	November
202300601	PMA ASSET MANAGEMENT, LLC	11/30/2023	W	20.83	November
202300602	EDUTRAK LLC	11/10/2023	W	17,177.31	November
202300603	BRI Parent, Inc	11/30/2023	W	406.50	November
202300604	MN UNEMPLOY INS	11/17/2023	W	133,215.73	November
232400048	BIENIEK-GELSCHUS, JANE	12/01/2023	A	165.06	December
232400049	HANNES, JAKE	12/01/2023	A	90.00	December
232400050	SHERMAN, MONICA	12/01/2023	A	71.46	December
232400051	WORTZ, HOLLY	12/01/2023	A	90.00	December
232400052	BALGAARD, DALLAS	12/08/2023	A	65.98	December
232400053	BESSIRE, JEFFREY	12/08/2023	A	98.84	December
232400054	LITFIN, VICKIE	12/08/2023	A	150.00	December
232400055	POULIN, CHANDRA	12/08/2023	A	89.97	December
232400056	STACKEN, RON	12/08/2023	A	300.00	December

Totals for checks 2,183,982.43

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
01	General	1,184,604.42	0.00	755,835.33	1,940,439.75
02	Food Service	50,974.57	0.00	84,081.03	135,055.60
04	Community Service	68,183.88	0.00	40,282.37	108,466.25
45	OPEB Irrevocable Trust Fund	0.00	0.00	20.83	20.83
*** Fund Summary Totals ***		1,303,762.87	0.00	880,219.56	2,183,982.43

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

6.B. Human Resource Items:

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

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

BOARD OF EDUCATION

Regular Meeting – December 18, 2023

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

ITEM ADDED BY: Dr. Enid Schonewise, Director of Human Resources

Employment

Burque, Lindsay Replacement	Reading Specialist 1.0 FTE; 184 Days	WMS
Grimm, Laura Replacement	Educational Assistant 4 Hours/Day; 175 Days	WMS
Simanovich, Aleksandr Replacement	Technology Manager 8 Hours/Day; 260 Days	ESC
West, Kylie Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	WMS

Employee Status Changes

Miguel, Kelly, Nutritional Assistant, from 4.5 hours/day to 5 hours/day at WMS

Leaves of Absence

Breyer, Dianne, Administrative Assistant III at WHS

Brueggemeier-Swanson, Shannon, Educational Assistant at LT

Extended Leaves of Absence per Minnesota Statute Section 122A.46

Andrews, Irvin, Assistant Principal at WMS

Retirements/Resignations/Terminations

Schaust, Rachelle, Autism Spectrum Disorders Teacher at LT

Vesta, Amanda, Autism Spectrum Disorders Teacher at WMS

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

6.C. Receipts of Donation

Presenter: Ra Chhoth,
Director of Finance &
Operations

7. **REPORTS**

7.A. Student Representative Report

Presenter: Stella
Atkinson and Jayden
Kisner

7.B. Finance Report

Presenter: Ra Chhoth,
Director of Finance
and Operations

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | November 30, 2023

REVENUE CATEGORIES						November	November	November	Current YTD vs. PYTD	November 30, 2022	November 30, 2021	
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received				% of Actuals Received
STATE	40,345,099	37,260,990	43,795,018	42,939,611	8,510,928	35,284,090	19.43%	21.07%	18.55%	658,564	7,852,364	7,483,723
FEDERAL	1,700,285	1,435,007	378,471	405,993	79,175	299,296	20.92%	17.20%	0.12%	(167,671)	246,846	2,105
PROPERTY TAXES	8,137,678	10,934,858	10,135,132	9,528,403	4,520,316	5,614,816	44.60%	48.56%	71.06%	(789,669)	5,309,985	5,782,486
LOCAL SALES, INS RECOVERY & JUDGEMENTS	324,630	19,760	0	0	0	0	0.00%	0.00%	2.13%	0	0	6,930
SALE OF BONDS & LOANS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
LOCAL (FEES, INTEREST, ETC.)	1,343,135	1,364,691	1,547,347	1,414,657	397,006	1,150,341	25.66%	4.55%	33.41%	334,918	62,087	448,718
TOTALS	51,850,827	51,015,306	55,855,968	54,288,665	13,507,424	42,348,544	24.18%	26.41%	26.47%	36,142	13,471,282	13,723,962

EXPENDITURES (OBJECT SERIES)						November	November	November	Current YTD vs. PYTD	November 30, 2022	November 30, 2021	
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended				% of Actuals Expended
SALARIES & WAGES	29,139,361	30,121,489	28,955,774	28,564,810	7,982,978	20,972,796	27.57%	29.21%	28.13%	(814,998)	8,797,976	8,196,070
EMPLOYEE BENEFITS	11,125,828	11,405,543	11,932,890	11,561,746	3,251,986	8,680,904	27.25%	30.65%	29.90%	(243,322)	3,495,308	3,326,540
PURCHASED SERVICES	7,238,541	6,812,536	7,290,190	7,214,303	2,105,654	5,184,536	28.88%	30.94%	30.17%	(2,309)	2,107,963	2,183,675
SUPPLIES	2,370,587	2,104,413	1,759,041	1,387,767	407,673	1,351,368	23.18%	41.59%	41.37%	(467,631)	875,304	980,725
EQUIPMENT	1,213,965	1,070,691	1,207,555	1,018,005	397,942	809,613	32.95%	44.88%	38.85%	(82,545)	480,487	471,628
DEBT SERVICE	120,056	130,312	122,287	108,632	83,267	39,020	68.09%	63.90%	87.73%	0	83,267	105,326
OTHER EXPENDITURES	150,965	167,385	297,904	302,672	103,821	194,083	34.85%	53.76%	59.06%	13,836	89,984	89,154
OTHER FINANCING USES	62,920	66,780	63,000	63,000	0	63,000	0.00%	0.00%	0.00%	0	0	0
TOTALS	51,422,224	51,879,149	51,628,641	50,220,935	14,333,320	37,295,321	27.76%	30.71%	29.86%	(1,596,969)	15,930,289	15,353,119

EXPENDITURES (PROGRAM SERIES)						November	November	November	Current YTD vs. PYTD	November 30, 2022	November 30, 2021	
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended				% of Actuals Expended
SITE ADMINISTRATION	1,026,709	1,053,266	1,283,277	1,255,218	437,554	845,723	34.10%	41.68%	41.13%	(1,497)	439,051	422,276
DISTRICT ADMINISTRATION	483,475	441,495	587,160	548,033	185,396	401,764	31.58%	39.29%	33.31%	11,924	173,472	161,065
SUPPORT SERVICES	1,927,332	1,918,701	2,108,137	2,011,195	719,826	1,388,311	34.15%	41.83%	39.96%	(82,778)	802,604	770,181
REGULAR INSTRUCTION	21,143,546	21,773,044	20,269,706	19,977,319	5,354,254	14,915,452	26.42%	27.77%	26.14%	(692,774)	6,047,028	5,527,282
EXTRA-CURRICULAR ACTIVITIES	2,084,696	1,956,251	1,805,359	1,393,657	132,524	1,672,835	7.34%	13.58%	14.34%	(133,104)	265,628	298,864
VOCATIONAL INSTRUCTION	457,850	487,456	490,366	471,358	113,596	376,770	23.17%	22.55%	20.45%	3,684	109,912	93,617
SPECIAL EDUCATION	10,227,982	10,686,590	11,316,789	11,178,593	2,917,702	8,399,087	25.78%	28.05%	26.84%	(80,122)	2,997,824	2,744,943
COMMUNITY SERVICES	0	0	0	5,474	5,474	(5,474)	0.00%	0.00%	0.00%	5,474	0	0
INSTRUCTIONAL SUPPORT	3,806,134	3,472,102	3,265,186	3,131,646	1,059,370	2,205,816	32.44%	41.59%	41.92%	(384,755)	1,444,125	1,595,586
PUPIL SUPPORT SERVICES	4,310,384	4,419,696	4,520,994	4,552,914	1,273,661	3,247,333	28.17%	29.39%	27.94%	(25,227)	1,298,889	1,204,360
FACILITIES	5,588,880	5,287,970	5,367,817	5,072,170	1,669,735	3,698,082	31.11%	37.37%	38.65%	(306,535)	1,976,269	2,160,043
OTHER FINANCING USES	365,236	382,579	613,850	623,359	464,228	149,622	75.63%	98.15%	102.65%	88,741	375,486	374,902
TOTALS	51,422,224	51,879,149	51,628,641	50,220,935	14,333,320	37,295,321	27.76%	30.71%	29.86%	(1,596,969)	15,930,289	15,353,119

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | November 30, 2023

ACTIVITY - OTHER FUNDS			30, 2023 30, 2022 30, 2021							Current YTD vs. PYTD	November 30, 2022	November 30, 2021
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received			
REVENUE												
FOOD SERVICE	4,529,928	2,466,765	4,719,300	4,373,657	438,677	4,280,623	9.30%	7.59%	21.09%	251,363	187,315	955,382
COMMUNITY EDUCATION	3,446,410	3,543,981	3,730,859	3,845,164	1,954,819	1,776,040	52.40%	51.43%	45.32%	132,325	1,822,494	1,561,960
CONSTRUCTION	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
DEBT SERVICE	9,634,971	8,576,173	9,352,090	9,778,439	4,586,237	4,765,853	49.04%	45.24%	32.19%	706,469	3,879,768	3,101,855
TRUST	5,547	7,944	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
CUSTODIAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INTERNAL SERVICE	414,642	457,960	446,500	414,380	186,329	260,171	41.73%	40.29%	40.05%	1,839	184,489	166,064
OPEB REVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
OPEB IRREVOCABLE TRUST	(52,577)	82,217	186,000	172,879	(6,147)	192,147	-3.30%	46.79%	-40.87%	(44,615)	38,469	21,488
OPEB DEBT SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	28	(28)	0
TOTALS	17,978,922	15,135,041	18,434,749	18,584,518	7,159,915	11,274,834	38.84%	40.39%	32.30%	1,047,409	6,112,506	5,806,749
EXPENDITURES			30, 2023 30, 2022 30, 2021							Current YTD vs. PYTD	November 30, 2022	November 30, 2021
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
FOOD SERVICE	2,769,635	3,268,082	3,399,862	3,338,830	1,054,565	2,345,297	31.02%	35.87%	33.72%	(117,749)	1,172,314	933,935
COMMUNITY EDUCATION	3,048,544	3,067,784	3,383,052	3,534,705	1,477,640	1,905,412	43.68%	39.47%	38.68%	266,843	1,210,796	1,179,247
CONSTRUCTION	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
DEBT SERVICE	9,363,331	9,411,981	9,327,369	7,510,853	1,653,391	7,673,978	17.73%	18.77%	20.08%	(113,338)	1,766,728	1,880,128
TRUST	7,950	12,444	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
CUSTODIAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INTERNAL SERVICE	449,231	567,713	461,000	296,013	48,402	412,598	10.50%	14.47%	-3.97%	(33,729)	82,131	(17,832)
OPEB REVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
OPEB IRREVOCABLE TRUST	232,432	278,268	368,000	368,157	659	367,341	0.18%	0.22%	0.04%	59	601	104
OPEB DEBT SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTALS	15,871,123	16,606,272	16,939,283	15,048,558	4,234,656	12,704,627	25.00%	25.49%	25.05%	2,087	4,232,569	3,975,582
SUMMARY - FUND 1			November 30, 2023 November 30, 2022 November 30, 2021							Current YTD vs. PYTD	November 30, 2022	November 30, 2021
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
REVENUE	51,850,827	51,015,306	55,855,968	54,288,665	13,507,424	42,348,544	24.18%	26.41%	26.47%	36,142	13,471,282	13,723,962
EXPENDITURES	51,422,224	51,879,149	51,628,641	50,220,935	14,333,320	37,295,321	27.76%	30.71%	29.86%	(1,596,969)	15,930,289	15,353,119
SPENDING VARIANCE	428,604	(863,843)	4,227,327	4,067,729	(825,896)	N/A	N/A	N/A	N/A	(1,560,826)	(2,459,007)	(1,629,157)
SUMMARY - ALL FUNDS			November 30, 2023 November 30, 2022 November 30, 2021							Current YTD vs. PYTD	November 30, 2022	November 30, 2021
	June 30, 2022	June 30, 2023	Adopted Budget	Projected End Of Year	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
REVENUE	69,829,749	66,150,347	74,290,717	72,873,183	20,667,339	53,623,378	27.82%	29.60%	27.97%	1,083,551	19,583,788	19,530,710
EXPENDITURES	67,293,347	68,485,420	68,567,924	65,269,493	18,567,976	49,999,948	27.08%	29.44%	28.72%	(1,594,882)	20,162,858	19,328,701
SPENDING VARIANCE	2,536,402	(2,335,074)	5,722,793	7,603,690	2,099,363	N/A	N/A	N/A	N/A	2,678,433	(579,070)	202,009

WACONIA PUBLIC SCHOOL DISTRICT
 Year to Date General Fund Expense Overview
 November 2023

<p style="text-align: center;">Salaries & Benefits</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">\$11,234,964</p> <p style="text-align: center;">27.48% of Budget</p>	<p style="text-align: center;">Purchased Services</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">\$2,105,654</p> <p style="text-align: center;">28.88% of Budget</p>	<p style="text-align: center;">Supplies & Equipment</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">\$805,615</p> <p style="text-align: center;">27.16% of Budget</p>
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	Previous Year YTD Amount	Current Year YTD Amount	Annual Budget	% YTD Budget
Salaries & Benefits				
Salaries and Wages	\$8,797,976	\$7,982,978	\$28,955,774	27.57%
Employee Benefits	\$3,495,308	\$3,251,986	\$11,932,890	27.25%
TOTAL SALARIES AND BENEFITS	\$12,293,284	\$11,234,964	\$40,888,664	27.48%
All Other Expenses				
Purchased Service	\$2,107,963	\$2,105,654	\$7,290,190	28.88%
Supplies and Materials	\$875,304	\$407,673	\$1,759,041	23.18%
Capital Expenditures	\$480,487	\$397,942	\$1,207,555	32.95%
Debt Service	\$83,267	\$83,267	\$122,287	68.09%
Other Expenditures	\$89,984	\$103,821	\$297,904	34.85%
Other Financing Uses	\$0	\$0	\$63,000	0.00%
TOTAL ALL OTHER	\$3,637,005	\$3,098,357	\$10,739,977	28.85%
TOTAL EXPENSES	\$15,930,289	\$14,333,321	\$51,628,641	27.76%

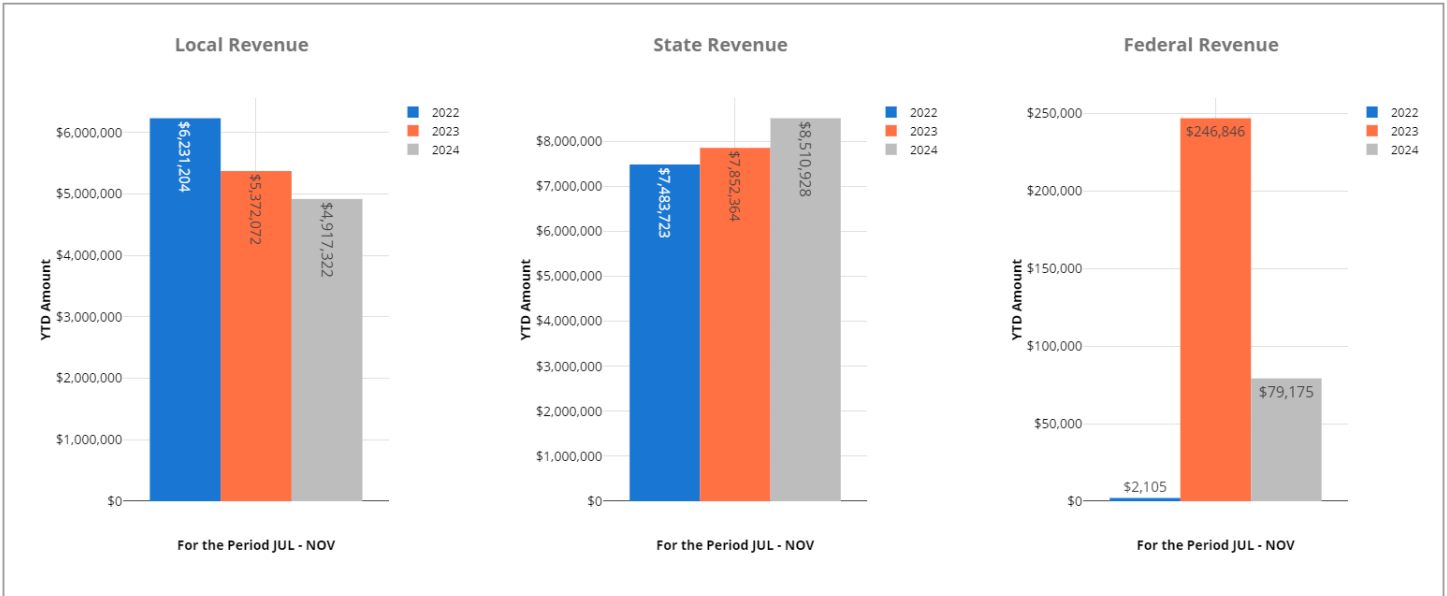
Expense Insights:

General Fund YTD expenses totaled \$14,333,320 through November 2023, which is -\$1,596,969 or -11.1% less than the amount spent last year for this period. The YTD difference is driven by a decrease in 100 SALARIES AND WAGES of -\$814,998, a decrease in 400 SUPPLIES AND MATERIALS of -\$467,631, and a decrease in 200 EMPLOYEE BENEFITS of -\$243,322.



WACONIA PUBLIC SCHOOL DISTRICT
 Year to Date General Fund Revenue Overview
 November 2023

Local Revenue \$4,917,322 42.09% of Budget	State Revenue \$8,510,928 19.43% of Budget	Federal Revenue \$79,175 20.92% of Budget
---------------------------------------------------------	---------------------------------------------------------	--------------------------------------------------------



	Previous Year YTD Amount	Current Year YTD Amount	Annual Budget	% YTD Budget
Local Revenue				
Property Tax Levy	\$5,201,649	\$4,414,928	\$9,969,365	44.28%
Admission and Student Activity Revenue	\$96,442	\$90,063	\$156,014	57.73%
Other Local Revenues	\$73,982	\$412,330	\$1,557,100	26.48%
Total Local Revenue	\$5,372,072	\$4,917,322	\$11,682,479	42.09%
State Revenue				
General Education Aid	\$6,953,895	\$7,091,874	\$33,744,313	21.02%
State Aid for Special Education	\$800,858	\$1,167,010	\$9,231,923	12.64%
Other State Aid	\$97,611	\$252,044	\$818,782	30.78%
Total State Revenue	\$7,852,364	\$8,510,928	\$43,795,018	19.43%
Total Federal Revenue	\$246,846	\$79,175	\$378,471	20.92%
Total Revenue	\$13,471,282	\$13,507,425	\$55,855,968	24.18%
Other Revenue Sources	\$0	\$0	\$0	0.00%
Total Revenue & Other Revenue Sources	\$13,471,282	\$13,507,425	\$55,855,968	24.18%

Revenue Insight:

General Fund YTD revenues totaled \$13,507,424 through November 2023, which is \$200,185 or 1.5% more than the amount received last year for this period. The YTD difference is driven by an increase in 200-399 STATE REVENUES of \$658,564, a decrease in 001-099 LOCAL REVENUES of -\$454,751, and a decrease in 400-499 FEDERAL REVENUES RECEIVED FROM STATE of -\$3,629.

WACONIA PUBLIC SCHOOLS

ENROLLMENT ANALYSIS

Fiscal Year 23-24

MONTHS REPORTED: 4

REGULAR ED

BEG OF MONTH	REG K	HD-K	EC	PRE-K	HK	TOTAL K	GR 1	GR 2	GR 3	GR 4	GR 5	GR 6	GR 7	GR 8	GR 9	GR 10	GR 11	GR 12	TOTALS
SEP	266		29		-	266	241	283	283	287	260	319	316	332	325	350	326	363	3,980
OCT	269		78		-	269	242	282	282	286	259	317	314	332	323	346	328	364	4,022
NOV	269		86		-	269	241	283	280	284	258	318	311	332	323	345	327	363	4,020
DEC	269		91		-	269	242	284	280	287	258	320	311	333	323	347	325	365	4,035
JAN					-	-													-
FEB					-	-													-
MAR					-	-													-
APR					-	-													-
MAY					-	-													-
JUNE					-	-													-
TOTALS	1,073	-	284	-	-	1,073	966	1,132	1,125	1,144	1,035	1,274	1,252	1,329	1,294	1,388	1,306	1,455	16,057
AVERAGE	268.3	-	71.0	-	-	268.3	241.5	283.0	281.3	286.0	258.8	318.5	313.0	332.3	323.5	347.0	326.5	363.8	4,014.3
EXTENDED TIME	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TUITION - OUT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ALC																			
MONTH	REG K	HD-K	EC	PRE-K	HK	TOTAL K	Gr. 1	Gr. 2	Gr. 3	Gr. 4	Gr. 5	Gr. 6	Gr. 7	Gr. 8	Gr. 9	Gr.10	Gr. 11	Gr. 12	TOTALS
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.00	7.00	22.00	33.00
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.00	6.00	19.00	28.00
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.00	8.00	19.00	30.00
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.00	9.00	17.00	29.00
JAN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-
FEB	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-
MAR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-
APR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-
MAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-
JUN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13.00	30.00	77.00	120.00
AVERAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.3	7.5	19.3	17.1
SEAT COUNT TO ADM ADJ. FACTOR	100%	100%	35%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	96%
ALC ADJUSTED ADM'S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.3	7.5	19.3	30.0
AVG TOTALS	268.3	-	24.9	-	-	268.3	241.5	283.0	281.3	286.0	258.8	318.5	313.0	332.3	323.5	350.3	334.0	383.0	3,998.1

8. **ACTION ITEMS**

8.A. SiteLogIQ

Facility Assessment



WACONIA
PUBLIC SCHOOLS ISD 110



site*logiq*

The background is a dark blue, semi-transparent wireframe grid of rectangular shapes, creating a 3D architectural effect. The text is centered in a clean, white, sans-serif font.

10-Year Planning

10-YEAR REINVESTMENT MODELS

- The following slides illustrate 3 potential 10 year investment plans modelling
 - A “true picture” - when infrastructure is due for replacement
 - A “delayed approach” - how long certain items can be delayed before replacement
 - A “critical only” - focusing on just business critical infrastructure
- The board does not need to decide on the exact model they want to follow at this point, however;
 - All investment plans start with addressing immediate need under board authority
 - Available funding needs to be incumbered this year and can be utilized for these projects
 - All investment plans would increase in cost should these items not be addressed in 2025.

10 YEAR MODELS – ALL INFRASTRUCTURE

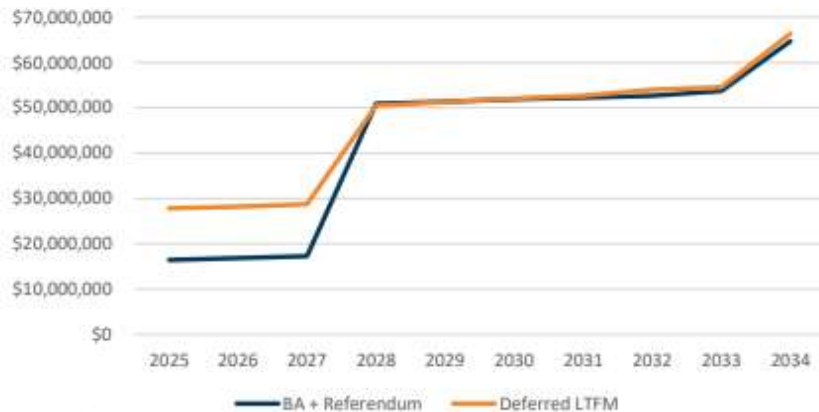
"Pay as you go"



Board Authority



BA + Referendum



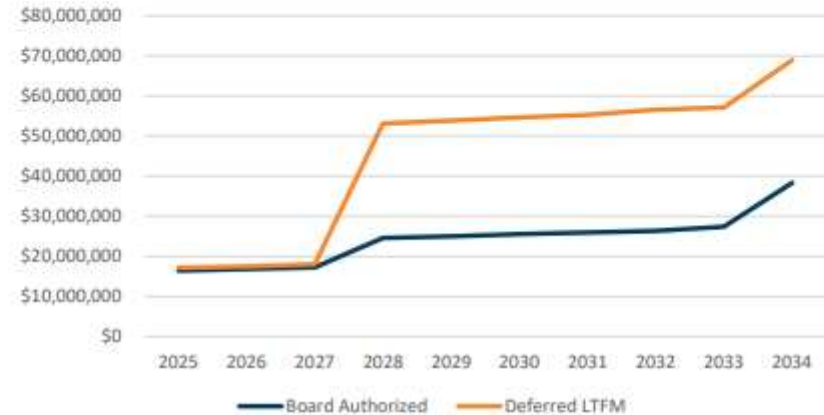
- These models show when all existing items are due for replacement
- These models include all infrastructure and some cosmetics, such as floors, doors etc.
- About \$28 million is shown as needed initially
- Pay as you go creates about a \$60 million gap
- Board Authorized works creates about a \$30 million gap
- Board Authority plus a referendum in 2028 keeps the district on plane
- No allowances for increased capacity needs or programmatic changes to the buildings

10 YEAR MODELS – ALL INFRASTRUCTURE

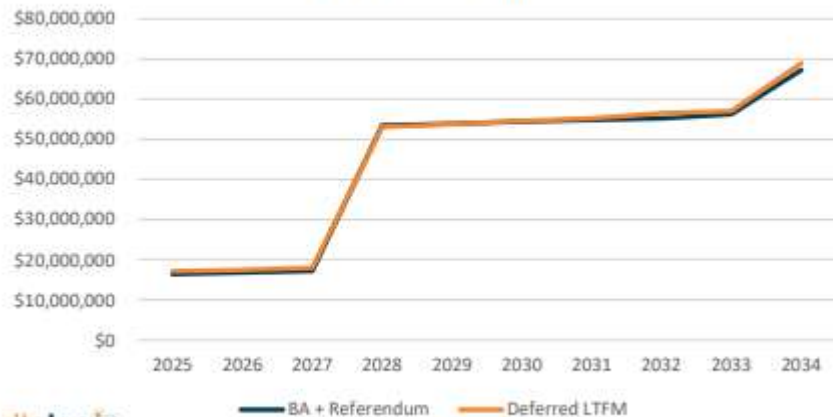
"Pay as you go"



Board Authority



BA + Referendum



- These models look at when items are due but then pushes nonessential items into a referendum in 2028 reducing initial 28 million need to 18 million
- These models include all infrastructure and some cosmetics, such as floors, doors etc.
- Pay as you go creates about a 65 million gap
- Board Authorized works creates about a 30 million gap
- Board Authority plus a referendum in 2028 keeps the district on plane
- No allowances for increased capacity needs or programmatic changes to the buildings

10 YEAR MODELS – JUST CRITICAL INFRASTRUCTURE

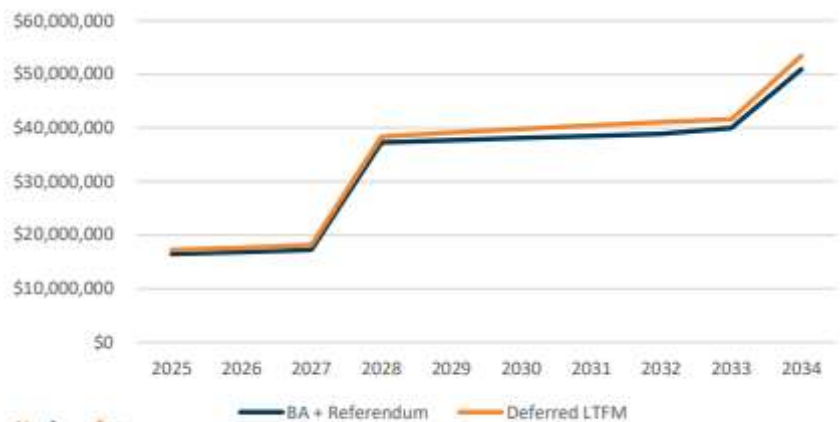
"Pay as you go"



Board Authority



BA + Referendum



- These models look at just critical infrastructure and no cosmetics
- BA + Referendum shows the best route through ensuring critical infrastructure is managed
- This pushes items into a 2028 referendum that we think we can "make last" until then
- A lot of items will go unattended, but we believe the fabric and systems of the building will be able to last until 2028
- No allowances for increased capacity needs or programmatic changes to the buildings

The background is a dark blue gradient with a complex, layered grid pattern. The grid lines are thin and light blue, creating a sense of depth and perspective, similar to a 3D wireframe or architectural drawing. The lines intersect to form various rectangular shapes, some of which are slightly offset from each other, giving the impression of a multi-dimensional space.

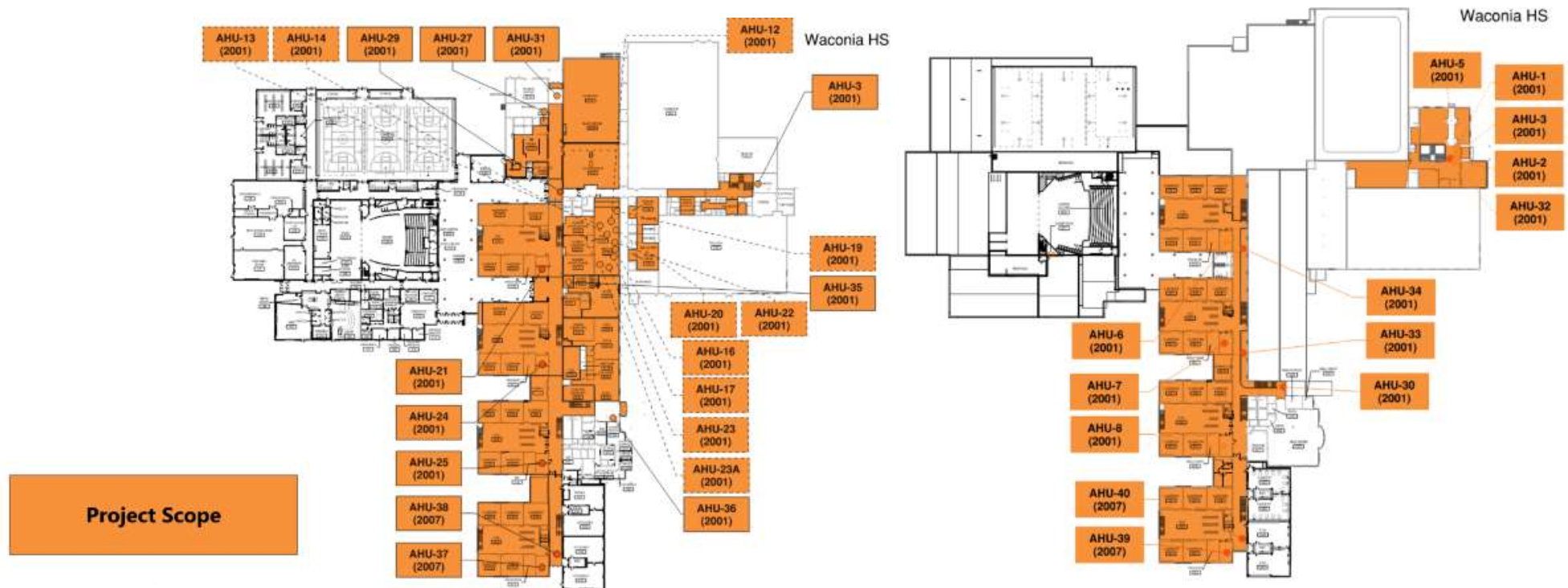
2025 Scope Solidification

2025 SCOPE OF WORK

Location	Facility Improvement Measures (FIMs)				Existing Conditions/Needs				Funding		Cost and ROI	
Facility	FIM Code	Short Description	Ideas and Opportunities	Life Expectancy	Actual Age	Remaining Life	Asset Condition	Priority	Funding Source	Project Year	Cost in Project Year	
High School	X M.1c	Classroom Ventilation Upgrades - AHU Replacement w/ Chilled Water and Hot Water Conversion	This opportunity includes replacing the original AHUs with new AHUs and a central chiller serving the classroom pods. Chiller infrastructure such as chilled water lines, acoustical barriers, and controls will be provided. The new air handlers will be provided with additional capacity to meet code compliant ventilation rates and improved energy efficiency. The AHUs will also be converted to hot water, with new hot water mains extended to the units. The multi-zone ductwork configuration and steam boilers will remain.	30	22	8	Alert	3.0	IAQ	2025	\$8,920,000	
	X M.2c	Safari Island Ventilation Upgrades - AHU Replacement w/ Chilled Water and Hot Water Conversion	This opportunity includes replacing the original AHUs with new AHUs and a central chiller serving the Safari Island area. Chiller infrastructure such as chilled water lines, acoustical barriers, and controls will be provided. The new air handlers will be provided with additional capacity to meet code compliant ventilation rates and improved energy efficiency. The AHUs will also be converted to hot water, with new hot water mains extended to the units.	30	22	8	Alert	3.0	IAQ	2025	\$1,760,000	
	X M.3c	Specialty Classroom Ventilation Upgrades - AHU Replacement w/ Chilled Water and Hot Water Conversion	This opportunity includes replacing the original AHUs with new AHUs and a central chiller serving the central classrooms. Chiller infrastructure such as chilled water lines, acoustical barriers, and controls will be provided. The new air handlers will be provided with additional capacity to meet code compliant ventilation rates and improved energy efficiency. The AHUs will also be converted to hot water, with new hot water mains extended to the units.	30	22	8	Alert	3.0	IAQ	2025	\$4,720,000	
Middle School	X G.1	Full Reconstruction of Lots - East Side Drives	This opportunity includes replacing the parking lots and drives with subgrade restoration and new asphalt on east side of the building. This excludes the guest parking and round about in front of the main entrance as that was repaired in 2023.	15	16	-1	Alarm	3.2	TA	2025	\$335,000	
	X G.2	Reclaim and Repave Lots - North Side Drives	This opportunity includes a reclaim and/or repave of the parking lots and drives on the north side of the building.	15	16	-1	Alert	3.0	TA	2025	\$280,000	
Laketown Elementary	X G.1	Parking Lot Repair - Crack Fill and Coat	This opportunity includes an allotment to crack fill and coat the primary parking lot and drives around the building.	15	7	8	Caution	2.8	TA	2025	\$145,000	
District Office	X M.1b	Rooftop Unit Replacement w/ VAV System Upgrade- RTU-6	This opportunity includes replacing RTU-6 and installing a new RTU and VAV system. New ductwork, VAV boxes with reheat, controls, and other associated equipment would be provided throughout the space.	15	19	-4	Alert	3.0	IAQ	2025	\$655,000	
Financial Impact	X	Scenario#1 Total									\$16,815,000	

HIGH SCHOOL SCOPE

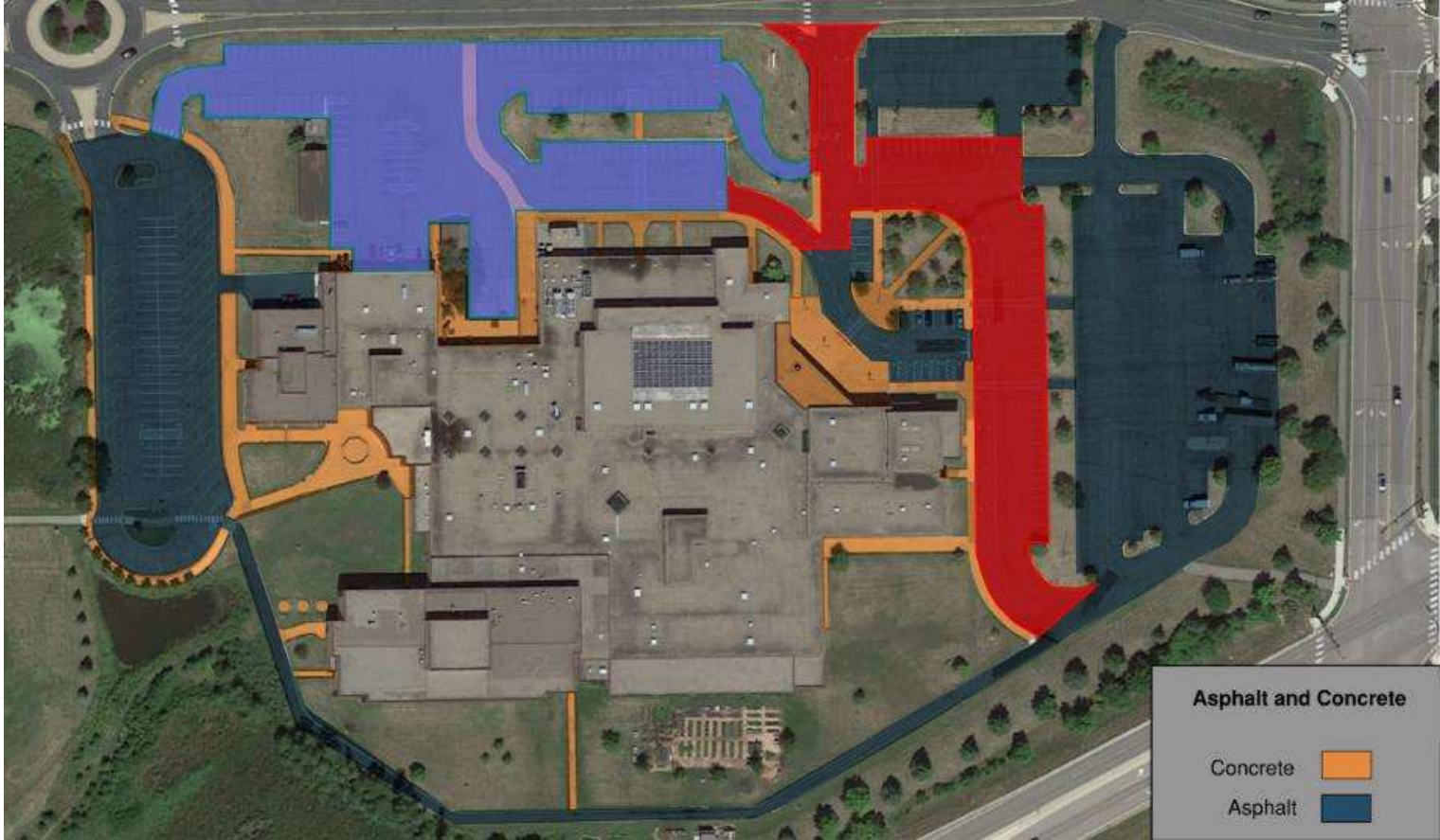
- Replacing condensing units with new central chiller system
- Improving ventilation rates at classrooms and supporting spaces
- Pulling back steam distribution throughout the building and providing new hot water mains
- New controls and electrical equipment to support improved system



HIGH SCHOOL SCOPE



MIDDLE SCHOOL SCOPE



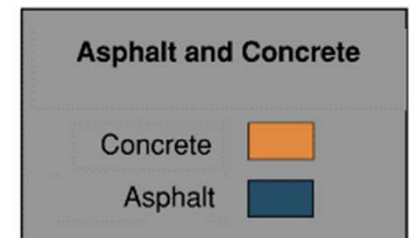
Reclaim/Repave

Full Reconstruction

Asphalt and Concrete
Concrete
Asphalt

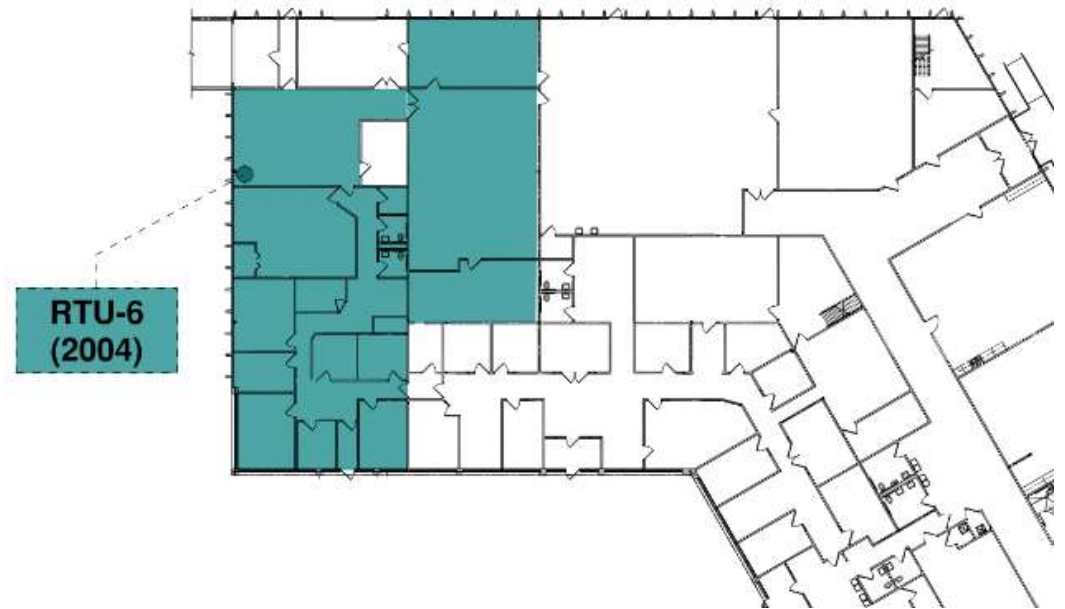
LAKETOWN ELEMENTARY SCOPE

- Asphalt crack and seal coat
- Focused on primary parking lots and driveways



DISTRICT OFFICE BUILDING SCOPE

- Replacing rooftop unit with improved capacity and energy efficiency
- Controls recommissioning and central upgrades
- Ductwork modifications to improve distribution with a new VAV system
- Cleaning, testing, and balancing existing ductwork
- Relocate DX unit from HS to District Office



The background is a complex, abstract composition of overlapping, semi-transparent blue wireframe structures. These structures resemble architectural blueprints or 3D models of buildings, with lines forming rectangular and polygonal shapes that recede into the distance, creating a sense of depth and perspective. The overall color palette is a range of blues, from light sky blue to deep, dark navy blue.

Timeline

TO HIT THE 2025 CONSTRUCTION TIMELINE

- Summer 2025 – Construction Starts
- Early Fall – Bids completed for contractors
- Summer – Pre bid conversations
- Late Summer – Design stage complete
- May/June 2024 – Equipment Prepurchase
 - Some electrical and HVAC equipment is delayed by 50-60 weeks
- Jan 2024 - Mechanical Design Starts - Design timeline 8 months
- Jan 2024 - District works with PMA to sell bonds
- Dec 18th, 2023 - Amend Long Term Facility Maintenance Plan and submit to State - SitelogIQ, PMA, Waconia
- Dec 18th, 2023 - Board agrees 2025 scope of work according to plan and engagement with SitelogIQ is amended
- Dec 2023 - Create Indoor Air Quality Project Narrative – SitelogIQ, PMA

8.A.1. Professional Services Agreement



SiteLogIQ.com

705 Main Street, Hopkins, MN 55343

Waconia Public School District

Professional Services Agreement

December 18, 2023

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Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made and entered into as of this 18th day of December, 2023 (“Effective Date”) by and between SitelogIQ, Inc., a Delaware corporation (“SitelogIQ”), having its principal offices at 705 Main Street, Hopkins, MN 55343 and Waconia Public School District (“District”), having its principal offices at 512 Industrial Blvd, Waconia, MN 55387 for the purpose of providing certain Services as defined herein.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed the Agreement, effective as of the date first above written.

Waconia Public School District

SitelogIQ, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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Article 1 – Services and Payments

Article 1.01 - Definitions

Unless another intention clearly appears, words and phrases (including technical words and phrases and such others as have acquired special meaning) shall be construed according to rules of grammar.

Whenever the following terms, or pronouns in place of them, are used in this Agreement, the intent and meaning shall be interpreted as follows:

<u>Agreement:</u>	This Professional Services Agreement.
<u>Bidding Documents:</u>	The unexecuted contract between the District and Contractor, all exhibits to the unexecuted contract between the District and Contractor, the general conditions of the contract for construction, all drawings, specifications, addenda, the advertisement or invitation to bid, instruction to bidders, the bid form, and any other bidding forms, exhibits, or Contract Documents later identified.
<u>Constituents of Concern:</u>	See Article 5.01(a).
<u>Change Order:</u>	A written agreement that change the scope or cost of the Work to be completed on a Project or modifying the contract time that is signed by the District, Architect/Engineer, and Contractor.
<u>Consultant:</u>	The individual, firm or corporation contracting for and undertaking prosecution of professional services on a Project arising out of this Agreement.
<u>Contractor:</u>	The individual, firm, or corporation contracting for and undertaking prosecution of Work on a Project arising out of this Agreement.
<u>Contract Documents:</u>	The documents comprising a Project, Project Services, and Work that shall be completed by the Contractor(s), and possibly Subcontractor(s).
<u>Dispute:</u>	Any dispute, controversy, or claim arising out of or relating to this Agreement or any breach thereof.
<u>District:</u>	Waconia Public School District.
<u>Effective Date:</u>	December 18, 2023.
<u>Environmental Credits:</u>	Any and all credits, allowances, or other similar tangible or intangible property rights created by or resulting from improvements in the emission or

pollution characteristics of the District’s facilities and operations caused by implementing SitelogIQ’s products or Services provided under this Agreement.

Equipment:

All machinery, tools, and apparatus, together with the necessary supplies for upkeep and maintenance, necessary for the proper construction and acceptable completion of the Work within its intended scope, including machinery or apparatus that is left on the Premises.

Long-Term Facilities Maintenance Plan:

A comprehensive overview of the systems that govern the District’s facilities and the practices that ensure the long term operation of those facilities.

Materials:

Any substance specified for use in the performance of Work.

Premises:

District Office, 512 Industrial Boulevard, Waconia, MN 55387; Laketown Elementary, 960 Airport Road, Waconia, MN 55387; Waconia High School, 1650 Community Drive, Waconia, MN 55387; Waconia Middle School, 1400 Community Drive, Waconia, MN 55387; and any other location where Materials or Equipment may be stored or where the District directs Work or Services to be provided.

Program Construction Manager (PCM):

See Part C of Schedule A.

Program Manager:

The overall operational manager that oversees and coordinates all aspects of the design, engineering, construction administration, commissioning, acceptance of a Project, and the warranty correction period.

Project:

All of the repurposing, remodeling and/or expansion of the existing facilities and or grounds.

Project Services:

The Work to be completed on a Project.

Referendum:

Any vote by the general public on a single issue related to funding sources for a Project.

Schedules:

The documents labeled as “Schedule” and identified in this Agreement.

Services:

See Article 1.02 and Schedule A.

Subcontractor:

An individual, firm, or corporation contracting with the Contractor for and undertaking prosecution of a portion of the Contractor’s Work on a Project arising out of this Agreement.

<u>System Inspector:</u>	See Part D of Schedule A.
<u>Work:</u>	The furnishing of all labor, Materials, Equipment, and other incidentals necessary or convenient to the successful completion of a Project and the performance of all duties and obligations imposed on the Contractor by its contract with the District.
<u>Work Change Directive:</u>	A written agreement between the District and SitelogIQ that changes the scope of Work or cost of the Work to be completed on a Project. Also referred to as Construction Change Directive.

Article 1.02 - Scope of Services

SitelogIQ will provide the District with the Services identified on Schedule A of this Agreement (“Services”). The District agrees to utilize all Services provided by SitelogIQ unless amended by subsequent agreement. SitelogIQ is not the general contractor for the Project.

Article 1.03 - Compensation for Services

The total price for SitelogIQ’s Services under this Agreement shall be set forth in Schedule B of this Agreement. SitelogIQ shall prepare invoices in accordance with its standard invoicing practices and shall submit its invoices to the District on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.

Article 1.04 - Schedule for Rendering Services

SitelogIQ shall begin rendering Services as of the Effective Date of the Agreement and shall complete the Services as follows:

- (a) SitelogIQ shall complete its obligations within a reasonable time. Specific periods of time for rendering Services will be established upon execution of this Agreement and set forth with specific dates by which Services are to be completed and deemed to be reasonable.
- (b) If, through no fault of SitelogIQ, such periods of time or dates are changed, or the orderly and continuous progress of SitelogIQ’s Services is impaired, or SitelogIQ’s Services are delayed or suspended, then the time for completion of SitelogIQ’s Services, and the rates and amounts of SitelogIQ’s compensation, shall be adjusted equitably.
- (c) If the District authorizes changes in the scope, extent, or character of the Project, then the time for completion of SitelogIQ’s Services, and the rates and amounts of SitelogIQ’s compensation, shall be adjusted equitably.
- (d) If SitelogIQ fails to complete its Services pursuant to subpart (a) above through no fault of the District due to circumstances within SitelogIQ’s control, SitelogIQ shall compensate the District or adjust SitelogIQ’s fees upon a showing by the District that it has incurred additional costs thereby.
- (e) The District shall make decisions and carry out its other responsibilities in a timely manner so as not to delay SitelogIQ’s performance of Services.
- (f) Notwithstanding, all Services must be completed within four (4) years of the signature of this Agreement, unless changed by a subsequent amendment.

Article 1.05 - Permits and Governmental Fees

SitelogIQ shall assist in obtaining all permits associated with the Services. SitelogIQ's Services include plan review fees. The District shall be responsible for payment of permit fees and for securing at the District's expense any necessary approvals, easements, assessments, or zoning changes and shall pay any real and personal property taxes where applicable. Unless stated elsewhere in this Agreement, the total cost associated with SitelogIQ's Services **DO NOT** include permits fees and costs associated with obtaining easements, assessments, zoning changes, or real property and personal property taxes.

Article 2 – Standards and Documents

Article 2.01 - Standards of Performance

SitelogIQ shall perform the Services under this Agreement with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time in the same locality. Unless required by federal law or the laws of the State of Minnesota, SitelogIQ MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ITS SERVICES.

SitelogIQ EXPLICITLY WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY FOR FITNESS FOR AN INTENDED OR PARTICULAR PURPOSE.

Article 2.02 - Compliance with Law and Regulation

The parties hereto shall comply with the applicable federal, Minnesota, and local laws and regulations and District-mandated standards that the District has provided to SitelogIQ in writing. This Agreement is based upon these requirements as of the Effective Date of this Agreement, with any changes after the date of this Agreement constituting the basis for modifications to the parties' responsibilities, SitelogIQ's Services, times of performance and compensation. All modifications or amendments to this Agreement shall be made in writing, signed by both parties.

Article 2.03 - Documents and Supervision

SitelogIQ shall not be required to sign any documents (no matter by whom requested) that would require SitelogIQ to certify, guarantee or warrant the existence of conditions whose existence SitelogIQ cannot ascertain. The District agrees not to make resolution of any Dispute with SitelogIQ or payment of any amount due SitelogIQ contingent upon SitelogIQ signing such documents. Unless set forth by separate written agreement, SitelogIQ shall not at any time supervise, direct or have control over any Contractors or Subcontractors with respect to the Premises, nor shall SitelogIQ have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected or used by such Contractors and Subcontractors, for site security, for safety precautions and programs incident to the Contractor's Work and Subcontractor's Work, nor any failure of a Contractor or Subcontractor on the Premises to comply with the laws and regulations applicable to the Contractor's Work and Subcontractor's Work. SitelogIQ neither guaranties the performance of any Contractor or Subcontractor nor assumes the responsibility for any Contractor's (or Subcontractor's) failure to furnish and perform its Work or Services in accordance with the underlying Contract Documents.

Article 2.04 - Use of Documents

All design documents, plans, specifications, and Bidding Documents shall be owned by the District. The District shall not rely in any way on any such document unless it is in printed form, signed or sealed by SitelogIQ or one of its Consultants. The District shall not modify, amend, or use such documents for purposes other than a Project on the Premises without SitelogIQ's prior written consent. The District shall indemnify, defend, and hold harmless SitelogIQ from any damages, claims, losses, actions, or penalties, including the costs of reasonable attorney's fees resulting from such use or modification by the District, its subsidiaries, agents, or assigns.

Article 2.05 - Electronic Documents

Design documents, plans, specifications, or Bidding Documents in electronic media format that are provided by SitelogIQ are furnished for convenience only and not reliance by the receiving party. Because data stored in electronic format can deteriorate or be modified inadvertently or otherwise without the authorization of the data's creator, the District agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the District shall be deemed to have accepted the data transferred. When transferring documents in electronic format, SitelogIQ makes no representations as to the long-term compatibility, usability or readability of such documents resulting from the use of software application packages, operating systems or other hardware differing from documents used by the creator.

Article 3 – The District's Responsibilities

Article 3.01 - Provision of Information

The District shall provide SitelogIQ with all criteria and information as to the District's requirements for the Project, Project Services, and Services on the Premises, including design objections and constraints, space, capacity and performance requirements, flexibility, and any budgetary limitations; and furnish copies of all design and construction standards which the District will require to be included in the plans, drawings, specifications compromising the Project Services, and furnish to SitelogIQ and other available information pertinent to the Project Services, Services and Premises including reports and data relative to previous designs (structural, mechanical, electrical, chemical, environmental, inspections and reports required by law or the contract requirements) or investigation at or adjacent to the Premises. The District shall provide the services of geotechnical engineers when such services are required by the scope of the Project and as requested by SitelogIQ. Such services may include, but not limited to test boring, determination of soil bearing values, and evaluation of hazardous materials. All geotechnical engineer services provided by the District shall include reports and professional recommendations. SitelogIQ shall not be liable for any tasks completed by any geotechnical engineer provided by the District. Following SitelogIQ's initial assessment of the available information regarding the Services, Project Services and Premises, the District shall furnish or otherwise make available such additional Premises-related information and data as is reasonably requested to enable SitelogIQ to complete its Services. If such additionally requested Premises-related information and data is not available to the District, the District shall promptly inform SitelogIQ. The District shall also give written notice to SitelogIQ, within seven (7) days, when the District becomes aware of any problem, defect or development that materially affects the scope or performance of SitelogIQ's Services hereunder.

Article 3.02 - Assistance and Information Regarding Other Services

The District shall examine all alternate solutions, studies, reports, drawings specifications and other documents presented by SitelogIQ and render timely decisions pertaining thereto. The District shall additionally provide reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Services designed or specified by SitelogIQ. The District shall provide, as required for the Services and Premises, accounting and financial advisory, independent cost estimating and insurance counseling services; legal services with regard to issues pertaining to the Premises as the District requires, the underlying Contractors raise, or SitelogIQ reasonably requests; auditing/accounting services as the District requires to ascertain how or for what purpose Contractors have used monies paid for the Project; and placement and payment for advertisement for bids for appropriate publications.

The District is responsible for removing all non-fixture items, including but not limited to desks, chairs, tables, and items hanging from the ceiling, wall, windows, or any other surface, from the areas where Work will be performed.

Article 3.03 - Meetings

The District shall designate a representative authorized to act on behalf of the District with respect to the Project. This representative shall attend any pre-bid conferences, bid openings, pre-construction conferences, construction progress and other job-relating meetings, as well as substantial completion and final payment inspections. The District, or such authorized representative, shall provide decisions in a timely manner in order to avoid unreasonable delays in the progress of SitelogIQ's Services and Project(s) timelines.

Article 3.04 - Representations and Warranties of District

The District hereby warrants and represents to SitelogIQ that:

- (a) The District has provided SitelogIQ with all records heretofore requested by SitelogIQ, and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects, except as may be disclosed by District in writing attached to this Agreement;
- (b) The District presently intends to continue to use, and agrees to use, for a period at least equal to the duration of this Agreement, the Premises in a manner similar to its present use, except as may have been disclosed by the District in writing and attached hereto and made a part thereof. If a material change in the use of any of the Premises occurs, in the operating conditions at the Premises or in the use of the District's Equipment at the Premises, an equitable adjustment shall be made;
- (c) The District is a school district of the State of Minnesota, duly organized, existing, and operating under the constitution and laws of the State of Minnesota;
- (d) The District shall provide SitelogIQ with any other documents reasonably requested to consummate this Agreement or any schedule or attachment hereto as reasonably required under this Agreement;
- (e) No approval, consent or authorization is required from any governmental authority with respect to the execution, delivery, or performance of this Agreement, or if such approval, consent, or authorization is required, it has been obtained; and
- (f) There are no suits, actions or proceedings threatened or pending against the District which would adversely affect the District's ability to perform its obligations under this Agreement.

Any default by the District of the aforementioned responsibilities will be resolved through the remedies identified in Article 8.01, Remedies Upon Default by the District.

Article 3.05 - Breach of Obligations

Each of the following events or conditions shall constitute a breach by the District and shall give SitelogIQ the right to, without an election of remedies: (a) proceed pursuant to Article 8; and (b) terminate this Agreement by delivery of written notice declaring termination, upon which event the District shall be liable to SitelogIQ for all Services furnished to date and any damages sustained by SitelogIQ:

- (a) Any failure by the District to pay amounts due more than sixty (60) days after receipt of the invoice;
- (b) Any representation or warranty furnished by the District in this Agreement that is false or misleading in any material respect when made; or
- (c) Any failure by the District to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the District demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, the District fails to begin to cure and proceed to completion thereof as quickly as is reasonable.

Article 4 – Insurance

Article 4.01 - Insurance

SitelogIQ and the District agree to the following insurance provisions:

- (a) SitelogIQ shall procure and maintain the following insurance limits:
 - ◆ *Workers' Compensation Insurance.* SitelogIQ shall procure and maintain in effect, during the term of this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Minnesota and federal law which adequately protects all labor employed by SitelogIQ during the term of this Agreement.
 - ◆ *Comprehensive General Liability Insurance.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Comprehensive General Liability Insurance, or the equivalent, in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability and \$1,000,000 for Property Damage Liability. Underwriters will waive all rights of recovery against SitelogIQ or the District.
 - ◆ *Automobile Liability.* SitelogIQ shall carry a combined single limit of \$1,000,000, any automobile.
 - ◆ *Professional Liability.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
 - ◆ *Certificate of Insurance.* SitelogIQ will provide a memorandum of insurance to the District, if requested, as evidence of the coverages required herein. Such policies shall not be canceled without endeavoring to provide thirty (30) days' prior written notification to the District.
- (b) The District shall also procure and maintain general liability, automobile, and worker's compensation insurance. The District shall cause SitelogIQ and SitelogIQ's Consultants to

- be listed as additional insureds on any general liability or property insurance policies carried by the District which are applicable to the Project.
- (c) The District shall require Contractors to purchase and maintain general liability and establish other insurance requirements and to cause SitelogIQ and SitelogIQ's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors for the Project.
 - (d) The District and SitelogIQ shall each deliver to the other evidence of the insurance coverages indicated above. Such evidence shall be furnished prior to commencement of SitelogIQ's Services and at renewals thereafter during the duration of the Agreement.
 - (e) All policies of property insurance relating to the Project shall contain provisions to the effect that SitelogIQ's and SitelogIQ's Consultants' interests are protected, shall include a builder's risk endorsement and will provide a waiver of subrogation so that in the event of payment of any loss or damage the insurers will have no rights of recovery against SitelogIQ or its Consultants, or any insureds or additional insureds thereunder.
 - (f) At any time, the District may request that SitelogIQ or its Consultants, at the District's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those currently required. If such additional insurance coverage is requested by the District and commercially available, SitelogIQ shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the District.

Article 5 – Environmental Condition of Site

Article 5.01 - Environmental Condition of Site

- (a) The District has disclosed to SitelogIQ in writing the existence of all known and suspected asbestos, polychlorinated biphenyls (PCBs), petroleum, hazardous waste, radioactive material, mold, hazardous substances, and other Constituents of Concern located at or near the Premises, including type, quantity, and location (collectively referred to as "Constituents of Concern").
- (b) The District represents to SitelogIQ that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to SitelogIQ, exist at the Premises.
- (c) If SitelogIQ encounters an undisclosed Constituent of Concern, then SitelogIQ shall notify (1) the District and (2) appropriate governmental officials if SitelogIQ reasonably concludes that doing so is required by applicable laws or regulations.
- (d) It is acknowledged by both parties that SitelogIQ's scope of Services does not include any Services related to Constituents of Concern. If SitelogIQ or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then SitelogIQ may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until the District: (1) retains appropriate specialist Consultant(s) or Contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Premises is in full compliance with applicable Laws and Regulations.
- (e) If the presence at the Premises of undisclosed Constituents of Concern adversely affects the performance of SitelogIQ's Services under this Agreement, then the SitelogIQ shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on thirty (30) days' notice.

- (f) The District acknowledges that SitelogIQ is performing professional services for the District and that SitelogIQ is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of Constituents of Concern or hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (or corresponding Minnesota statutes), as amended, which are or may be encountered at or near the Premises in connection with SitelogIQ’s activities under this Agreement.
- (g) In furtherance of the foregoing the District agrees to release, indemnify, defend and hold harmless SitelogIQ, its directors, Consultants, Contractors, and officers, agents, assignees and employees of and from all costs, claims, damages and liability arising out of or relating to any Constituents of Concern, including any acts, negligence, or omissions of SitelogIQ or third parties relating thereto, or injury caused thereby, except only as such costs, claims, damages or liability directly result of any gross negligence or willful misconduct of SitelogIQ.
- (h) Upon disposition of Constituents of Concern by the District, the District shall provide to SitelogIQ copies of all manifests or other evidence or confirmation of removal of such Constituents of Concern showing the District as the sole generator of such Constituents of Concern upon SitelogIQ’s request for the same.

Article 6 – Indemnification and Limitation of Liability

Article 6.01 - Indemnification

SitelogIQ and the District shall each defend, indemnify, and hold the other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, resulting from death or bodily injury or damage to property of the other or third parties, to the extent caused by the sole negligence or willful misconduct of their respective employees or other authorized agents in connection with their activities with the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence, gross negligence, or intentional misconduct of the other party. If the parties are both at fault, then the obligation to indemnify shall be proportional to their relative fault as determined by (a) agreement of the parties, (b) a jury or court, (c) a third party neutral, or (d) any other mutual agreed upon process. The District agrees to defend, indemnify, and hold SitelogIQ harmless with respect to strict liability under environmental laws as permitted by Minnesota Statutes section 337.02. The duty to indemnify and defend will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination. Notwithstanding any provision to the contrary herein, neither party shall be liable to the other for any special, indirect, consequential, or punitive damages.

Article 6.02 - Limits of Liability

- (a) SitelogIQ’s total liability to the District for damages or injury to persons or property that may be caused by or arise through performing any obligation under this Agreement shall be limited only to losses proximately caused by SitelogIQ’s negligence and only to the extent of the compensation received by SitelogIQ under this Agreement. Neither party will be liable to the other for any indirect or consequential damages, whether in contract or tort, including negligence.
- (b) NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY, NOR ITS OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE TO

THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AFFILIATES OR CONTRACTORS, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF ANTICIPATED PROFITS (EXCEPT AS DERIVED FROM PAYMENT OR OTHER COMPENSATION DUE FOR PERFORMANCE HEREUNDER), LOSS OF USE OR REVENUE, LOSSES BY REASON OF COST OF CAPITAL CONNECTED WITH OR RESULTING FROM ANY PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER REGARDLESS WHETHER A CLAIM IS BASED ON THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE AND EXCLUDING INTENTIONAL ACTS, GROSS NEGLIGENCE, AND WANTON MISCONDUCT) OR A THEORY OF STRICT LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION IS NOT INTENDED TO APPLY TO, AND SHALL NOT BE CONSTRUED TO LIMIT OR EXCLUDE, THE DISTRICT'S OBLIGATIONS UNDER THIS AGREEMENT. NEITHER PARTY SHALL HAVE ANY REMEDY AT LAW OR IN EQUITY WHICH IS INCONSISTENT WITH ANY PROVISION OF THIS AGREEMENT, AND NEITHER PARTY SHALL HAVE A RIGHT TO TERMINATE THIS AGREEMENT EXCEPT AS SPECIFICALLY AND EXPLICITLY SET FORTH HEREIN.

Article 7 – Default

Article 7.01 - Default by the District

Events which shall be deemed irrefutably a default by the District include:

- (a) Any failure by the District to pay SitelogIQ, or its assigns any sum due, within thirty (30) days after written notice by SitelogIQ to the District of any such failure.
- (b) Any failure by the District to perform or comply with the terms and conditions of this Agreement and its Schedules, provided that such failure shall not be a default if it is corrected or cured within thirty (30) days after SitelogIQ provides written notice to the District demanding that such failure to perform be cured, and SitelogIQ is compensated for any loss suffered by reason of said failure.

Article 7.02 - Default by SitelogIQ

Events that shall be deemed irrefutably a default by SitelogIQ include the failure by SitelogIQ to materially perform or comply with the terms and conditions of this Agreement and its Schedules, except where the additional insurance requested by the District in Article 4(f) is not commercially available. However, such events triggering default shall not be deemed a default if said events triggering default are corrected or cured within thirty (30) days after the District provides written notice to SitelogIQ demanding that such failure to perform be cured.

Such events triggering default shall be deemed cured upon payment to the District of any loss suffered by reason of such failure. The District shall provide all documentation to support its claimed loss resulting from the event triggering default. If no such loss exists, the event shall be deemed cured upon completion of corrective action by SitelogIQ.

Article 8 – Remedies Upon Default

Article 8.01 - Remedies Upon Default by the District

In the event the District defaults, SitelogIQ may, without a waiver of any other remedies that exist in law or equity, exercise any and all remedies at law or equity, or institute other proceedings

including, without limitation, bringing an action or actions for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages. The prevailing party in any such proceeding shall be entitled to recover all costs and expenses reasonably incurred including attorney's fees. SitelogIQ may, after the pertinent notice period and the District's failure to cure, suspend Services under this Agreement until the District has paid in full all amounts due for the Services. The District waives and/or releases any claims against SitelogIQ for such suspension of Services as a result of the District's breach. To the extent such a suspension of Services occurs, the time for SitelogIQ to complete its Services shall be extended by, at least, the number of days its Services were suspended.

Article 8.02 - Remedies Upon Default by SitelogIQ

In the event of default by SitelogIQ with respect to SitelogIQ's performance pursuant to this Agreement, the District shall have the choice of terminating this Agreement and/or exercising any and all remedies at law including its right to institute other proceedings including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages.

Article 9 – Suspension and Termination

Article 9.01 - Suspension

Upon the occurrence of a default as referenced in Article 7, the non-defaulting party may suspend further Services on the Premises upon seven (7) days written notice following the termination of the cure period referenced in Article 7. In addition, if SitelogIQ's Services are substantially delayed through no fault of SitelogIQ, SitelogIQ may, after providing seven (7) days written notice to the District, suspend Services under this Agreement.

Article 9.02 - Termination

The parties' respective obligations to provide further Services under this Agreement may be terminated for cause: (1) by either party upon completion of the thirty (30) day cure period as set forth in Article 8, effective upon the date of written notice forwarded to the defaulting party; (2) by SitelogIQ upon the appropriate notice period set forth in Article 7 in the event the District demands SitelogIQ furnish or perform Services contrary to SitelogIQ's responsibilities as a licensed professional, or if SitelogIQ's Services for the Premises are delayed or suspended for more than ninety (90) days for reasons beyond SitelogIQ's control. In the event of termination by SitelogIQ under such conditions, SitelogIQ shall have no liability to the District on account of such termination.

Article 9.03 - Effective Date of Termination

The terminating party under this Article may set the effective date of termination at a time of up to thirty (30) days later than otherwise provided to allow SitelogIQ to demobilize personnel and Equipment from the Premises to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble the Premises, Equipment, and Materials in orderly files. In the event of any termination under this Article, SitelogIQ will be entitled to invoice the District and to receive full payment for all Services performed or furnished and all reimbursable expenses incurred through the effective date of termination. In the event of termination by SitelogIQ for cause, SitelogIQ shall be entitled to invoice the District and to payment of a reasonable amount of Services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with SitelogIQ's Consultants, and other related close-out costs using methods and rates set forth in Schedule B herein.

Article 10 – General Provisions

Article 10.01 - Dispute Resolution

To the extent allowable by Minnesota law, upon the request of either party, any Dispute shall first be submitted to mediation. Said mediation shall commence no later than thirty (30) days after the submission of the Dispute and shall be conducted in the locality where the Premises are situated and in accordance with the then prevailing rules of the Construction Industry Mediation Rules of the American Arbitration Association. Such time for mediation may be extended in the event that a mediator is not able to hold a mediation within the thirty (30) days after the submission of the Dispute. In the event that the Dispute is not resolved by the mediation, either party may proceed to initiate a legal action in a court of competent jurisdiction as indicated in Article 10.06.

Article 10.02 - Conditions beyond Control of Parties

Except as otherwise provided herein, if either party shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, or floods, this Agreement shall, at the election of either party, (i) remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon seven (7) calendar days' notice to the other party, in which event, the District shall pay SitelogIQ for Services furnished to the date of termination.

SitelogIQ is not responsible for unforeseen increases in costs resulting from acts beyond its control, including but not limited to governmental acts, inflation, labor or material shortages, labor disputes, and supply chain issues.

Article 10.03 - Notice and Changes of Address

All notices to be given by either party to the other shall be in writing and must be either delivered, emailed, or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to SitelogIQ:

SitelogIQ, Inc.
 80 South 8th Street, Suite 1850
 Minneapolis, MN 55402
Attention: Mr. Kevin Thueringer
kevin.thueringer@sitelogiq.com
 cc: legal@sitelogiq.com

If to the District:

Waconia Public School District
 512 Industrial Blvd
 Waconia, MN 55387
Attention: Mr. Brian Gersich
bgersich@isd110.org

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid or upon actual receipt if otherwise delivered or emailed.

Article 10.04 - Assignment

Neither SitelogIQ nor the District may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party. Written consent may not be unreasonably withheld by SitelogIQ or the District.

Article 10.05 – Environmental Credits and Tax Deductions

Any and all credits, allowances, or other similar tangible or intangible property rights created by or resulting from improvements in the emission or pollution characteristics of the District's facilities and operations caused by implementing SitelogIQ's products or Services provided under this Agreement shall be the sole property of SitelogIQ, and the District agrees to execute any and all certifications, assignments, or other documents reasonably required by SitelogIQ to create, convey, or perfect SitelogIQ's rights in such Environmental Credits. SitelogIQ shall have the right to trade, sell, or use these Environmental Credits in its sole discretion and without the approval of the District.

The District and SitelogIQ recognize that the designer under this Project may be eligible for a tax deduction for energy efficient commercial buildings under Internal Revenue Code §179D. The District and SitelogIQ agree and recognize that SitelogIQ will be the designer of this Project for purposes of the §179D deduction. The District will cooperate with SitelogIQ in completing the paperwork and certifications necessary to allow SitelogIQ to claim any §179D or other energy efficient commercial buildings tax deduction.

Article 10.06 - Applicable Law; Severability; Venue; Interpretation

This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Minnesota. To the extent of any inconsistency between the language of this Agreement and that of the aforesaid applicable Minnesota law, the language contained in this Agreement shall control and/or prevail, to the fullest extent permitted by Minnesota law. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. The court of competent jurisdiction shall be the Courts of the State of Minnesota. The parties hereby waive all rights to bring a claim in Federal Court. Any clause that may be interpreted as a covenant, promise to agree, or agreement to agree, shall be interpreted as a condition precedent to performance of the parties to this Agreement.

Article 10.07 - No Waiver

The failure of SitelogIQ or the District to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of SitelogIQ or the District. Any waiver, permit, consent, or approval on the part of one party of any breach or default of the other party under this Agreement, any Agreement document or any provision or condition thereof, must be in writing specifically set forth herein.

Article 10.08 - Complete Agreement

This Agreement, together with any documents incorporated herein by reference, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto.

Article 10.09 - Further Documents

The parties shall timely execute and deliver all documents and perform all acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Article 10.10 - Schedules

The following Schedules are attached hereto and incorporated herein by this reference:

- Schedule A: Scope of Services
- Schedule B: Compensation for Services
- Schedule C: Facility Improvement Measures

Schedule A – Scope of Services

Article 1.02 of the Agreement is supplemented to include the following agreement of the parties. SitelogIQ shall provide Services as set forth below.

Part A – Program Management Services

The primary role of the Program Manager is to act as the overall operational manager to oversee and coordinate all aspects of the design, engineering, construction administration, commissioning, acceptance of the Project, and the warranty correction period. These Program Management Services ensure that the final product is of sufficient quality and that there is primary point of contact throughout the Project.

General Services

SitelogIQ shall:

- Provide support for all aspects of the Long-Term Facilities Maintenance Plan.
- Conduct an initial comprehensive facility assessment of the District's facilities which will identify deferred maintenance and facility improvements that will comprise the District's initial Long-Term Facilities Maintenance Plan. As requested by the District, annually perform a comprehensive facility assessment to gather the information to update the Long-Term Facilities Maintenance Plan.
- With the information gathered initially develop and implement a dynamic cloud-based database that will prioritize all of the identified Projects by facility, by system and by proposed year to address. This database will be updated annually removing projects implemented and adding newly identified projects to the data base.
- Provide lead point of contact in assisting the District with all correspondence and supporting documentation required with the Minnesota Department of Education. This will include assisting the District with the required project tracking of each of the individual projects that make up the complete a Project.
- Provide support for reporting/presentation to the relevant stakeholders including, but not limited to, administration, board of directors, staff, and community.
- Develop and maintain master construction plan for all aspects of the Project. Communicate master construction to relevant stakeholders as required.
- Provide any required engineering analysis of the new and original systems and contrast operating costs of the new systems versus the original building mechanical systems. Provide the same engineering analysis of any competitive new system options (difference in Equipment efficiencies and technologies).
- Assist in the rebate processing of application to take advantage of the custom rebate opportunities that may exist with utility companies.
- Provide life-cycle costing including maintenance analysis of facility improvement recommendations and options. Meet with the District maintenance staff to solicit input on key system operating and maintenance preferences. This will be an important

resource of information for the District to use in evaluating improvement options including the long-term financial impact of performing the upgrades.

Comprehensive Facility Management Planning

- Comprehensive Facility Management Planning Services to be provided by SitelogIQ include:
 - ◆ Provide overall program management overseeing all Services including facility assessments, pre-design/engineering, final design/engineering, construction management, commissioning, ongoing technical resource Services including measurement and verification of projected and guaranteed savings.
 - ◆ Consult with the District to define and clarify the District's long-term needs and use of facilities.
 - ◆ Develop an understanding of current facility condition, staffing levels and capabilities, the District's long-term funding parameters and future expansion plans.
 - ◆ Develop a long-term goal for the District's facilities and alternate strategies for attaining that long-term goal.
 - ◆ Consult with the District on a wide range of financial options available and model cash flow scenarios depicting the potential budget impact.
 - ◆ Discuss possible funding mechanisms, tax incentives and other programs that could apply to the District with the understanding that SitelogIQ is not a financial advisor nor guarantees any funding mechanism, tax incentive or other program. Any advice provided by SitelogIQ with respect to municipal financial products or issuance of municipal securities should be discussed with the District's registered municipal advisor before the District acts
- Clarifications on Comprehensive Facility Management Planning Services:
 - ◆ SitelogIQ will not provide advice that implicates 5 U.S.C. *et. seq* (Securities and Exchange Act of 1936).
 - ◆ SitelogIQ will not serve as a financial advisor regarding the funding of this Project.
 - ◆ SitelogIQ does not engage in financial products and services.
 - ◆ The District, at its discretion, may authorize SitelogIQ to directly contact its municipal advisor.
 - ◆ SitelogIQ is not a municipal advisor of any kind, including under the definition provided in Securities and Exchange Rule 15Ba1-1 (17 C.F.R § 240.15Ba1); SitelogIQ is not subject to the fiduciary duty required of municipal advisors when providing advice on municipal financial products or issuance of municipal securities.

Pre-Construction Services

SitelogIQ shall:

- Coordinate the overall design team in the development, documentation, and progress throughout the design phases.
- Advise on the division of the Project into individual contracts for various bid packages of Work, including the method used for selecting Contractors and awarding the contracts.

- If multiple bid packages are to be bid, SitelogIQ will review the construction documents and ensure that the Work of the Contractors are coordinated, all requirements of the various trades have been assigned to the appropriate bid package, the likelihood of jurisdictional disputes has been reduced to a minimum, and proper coordination has been accounted for within phased portions of the Work.
- Develop cash flow reports and forecasts for the Project and advise the District of the variances between the actual and estimated costs.

Construction Services

SitelogIQ shall:

- Review and take appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the general intent of information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Distribute submittals in parallel to the various reviewing representatives to expedite this process versus a long sequential process. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, and do not relieve the Contractors or Subcontractors of their duty to comply with the Contract Documents.
- Act as an assistant to the various trades to remedy daily installation questions and obstacles directly with the specific portion of the design team. This will allow the various trade foremen to keep the trades working while the Program Manager resolves the issues and reports back to them.
- Coordinate the sequence of construction and assignment of space in areas where the Contractors and Subcontractors are performing Work.
- Coordinate the field verification process of the installation through the field installation verification reporting system. This shall include the visual inspection of the installation as well as the consolidation of the startup process.
- Ensure that copies of various start-up report and manufacturer's recommended start-up procedures are completed and forwarded to the architect/engineer for review and inclusion in the final operation & maintenance manuals.
- Ensure that the various Contractors and Subcontractors have completed all architect/engineering punch list items to date and have all discrepancies completed before the testing and balancing Contractor begins its Work.
- Communicate with the Equipment manufacturers to determine their specific requirements for installation and start-up operation.
- Assist in clarifying the operation and control of tested Equipment in areas where the specifications, control drawings, or Equipment documentation is not sufficient for writing detailed testing procedures.
- Ensure that all Contractors and Subcontractors complete their system inspection responsibilities according to the Contract Documents in a timely fashion.
- Ensure that commissioning activities are being scheduled into the master schedule.
- Review the commissioning progress. Coordinate Contractor and Subcontractor efforts to correct deficiencies noted by the architect/engineer in a timely manner.

- Coordinate the resolution of non-compliance and design deficiencies identified in the installation phase by the architect/engineer.
- Assist the Contractors and Subcontractors in the coordination of training of District personnel.

Post-Construction Services

SitelogIQ shall:

- Coordinate the resolution of non-compliance and design deficiencies identified in the Functional Performance Test (FPT) phase by the architect/engineer.
- Coordinate Contractor efforts to correct deficiencies in a timely manner.

Part B – Architect/Design/Engineering Services

Assessment Phase

SitelogIQ shall:

- Consult with the District to define and clarify the District’s requirements for the Project and available data.
- Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by SitelogIQ.
- Provide any further survey and assessment of existing conditions to allow design to proceed.

Preliminary Design Phase

- Upon the District’s selection of the recommended solutions and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by the District, consisting of two subphases schematic design and design development:
 - ◆ **Schematic Design Phase**
 - Prepare any required schematic design phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - Advise the District of additional reports, data, information, or services of the types described in Article 3 are necessary and assist the District in obtaining such reports, data, information, or services.
 - SitelogIQ shall, in good faith, design a Project within the District’s budget.
 - Furnish review copies of the schematic design phase documents and any other deliverables to the District and review them with the District. The District shall submit to SitelogIQ any comments regarding the schematic design phase documents and any other deliverables.

- ◆ **Design Development**

- Revise the schematic design documents and any other deliverables in response to the District's comments, as appropriate, and furnish to the District revised development design phase documents and any other deliverables.
- SitelogIQ's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents and any other deliverables have been delivered to the District.
- At the conclusion of the individual subphases of the Preliminary Design Phase, the District shall sign a design sign-off document indicating the District understands, approves, and agrees that the documents provided during the subphase satisfy SitelogIQ's scope of Services under each subphase and includes all scopes of Work the District seeks to include in the Project.

Final Design/Construction Document Phase

- Upon the District's approval of the Preliminary Design Phase documents as determined in the Preliminary Design Phase, and any other deliverables subject to any District-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from the District, SitelogIQ shall begin the Final Design/Construction Document Phase:
 - ◆ Prepare final drawings and specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor (construction document). If appropriate, Specifications shall conform to the 52-division format of the Construction Specifications Institute.
 - ◆ Provide technical criteria, written descriptions, and design data for the District's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the District in consultations with such authorities; and revise the drawings and specifications in response to directives from such authorities.
 - ◆ Advise the District of any adjustments to the probable construction cost known to SitelogIQ.
 - ◆ Prepare and furnish Bidding Documents for review by the District. The District shall submit to SitelogIQ any comments and instructions for revisions.
 - ◆ Revise the Bidding Documents in accordance with comments and instructions from the District and any other deliverables to the District.
- SitelogIQ's Services under the Final Design/Construction Document Phase will be considered complete on the date when the submittals required have been delivered to the District.
- At the conclusion of the Final Design/Construction Document Phase, the District shall sign a design sign-off document indicating the District understands, approves, and agrees that the documents provided during the Final Design/Construction Document Phase satisfies SitelogIQ's scope of Services under the Final Design/Construction Document Phase and includes all scopes of Work the District seeks to include in the Project.

Bidding or Negotiating Phase

- Upon the District's approval of the Bidding Documents and the District's written authorization to proceed, SitelogIQ shall:
 - ◆ Assist the District in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, and receive and process Contractor deposits or charges for the Bidding Documents.
 - ◆ Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - ◆ Provide information or assistance needed by the District in the course of any negotiations with prospective Contractors.
 - ◆ Make recommendations to the District regarding the acceptability of Subcontractors, suppliers, manufacturers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents..
- The Bidding or Negotiating Phase will be considered complete upon the bid award recommendation to the Board.

Part C – Construction Management Services

Construction Phase

General

Upon successful completion of the Bidding or Negotiating Phase, and upon the District's written authorization, SitelogIQ shall:

- *General Administration of Construction Contract.* Consult with the District and act as the District's on-site representative in all matters arising out of or relating to the Project, including communications regarding the acceptability of Work completed on the Project and status of the Project.
- *Program Construction Manager (PCM).* Provide site project management to monitor construction activities in conjunction with the architectural, engineering, construction and close out phases of the Project. The PCM shall provide recommendations and information to the District regarding the allocation of responsibilities for safety programs among the Contractors, provide administration of the contract for construction documents, coordinate scheduling activities, conduct regularly scheduled construction meetings, prepare and distribute meeting minutes, monitor Work done by Contractors to ensure schedule and contractual compliance, and assist in the monitoring of budget expenditure accounting records.
- *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to SitelogIQ, including the progress schedule, schedule of submittals, and schedule of values. If a schedule update indicates that a previously agreed schedule may not be met, SitelogIQ shall make corrective recommendations to the District.

- *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in SitelogIQ's judgment are necessary to enable Contractor to proceed.
- *Visits to Premises and Observation of Construction.* In connection with observations of Contractor's Work and Subcontractor's Work while it is in progress:
 - ◆ Make visits to the Premises at intervals appropriate to the various stages of construction, as SitelogIQ deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's or Subcontractor's executed Work. Based on information obtained during such visits and observations, SitelogIQ will determine in general if the Work is proceeding in accordance with the Contract Documents, and SitelogIQ shall keep the District informed of the progress of the Work.
 - ◆ The purpose of SitelogIQ's visits will be to enable SitelogIQ to better carry out the duties and responsibilities assigned to and undertaken by SitelogIQ during the Construction Phase, and, in addition, by the exercise of SitelogIQ's efforts as an experienced and qualified design professional, to provide for the District a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. SitelogIQ shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work or Subcontractor's Work, nor shall SitelogIQ have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor or Subcontractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work or Subcontractor's Work, nor for any failure of Contractor or Subcontractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work or Subcontractor's furnishing and performing the Work. SitelogIQ will promptly notify the District if it observes any of the foregoing and advise the District of its options to respond to such observed violations. Accordingly, SitelogIQ neither guarantees the performance of any Contractor or Subcontractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents or any Subcontractor's failure to furnish and perform the Work in accordance with the Contract Documents, unless such failure is caused in whole or in part by SitelogIQ's negligence or breach of this Agreement.
- *Defective Work.* Recommend that the District reject Contractor's Work or Subcontractor's Work while it is in progress if, on the basis of SitelogIQ's observations, SitelogIQ believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work and Subcontractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. SitelogIQ may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. SitelogIQ may not issue a field order if it will increase the cost of the Contractor's Work.

- *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the District, as appropriate, and prepare Change Orders and Work Change Directives as required.
- *Shop Drawings and Samples.* Review and take appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with general intent the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action do not control the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, and do not relieve the Contractors of their duty to comply with the Contract Documents.
- *Substitutes and “or-equal.”* Evaluate and offer an opinion to the District regarding the acceptability of substitute or “or-equal” Materials and Equipment proposed by Contractor. Any decision by the District to accept a substitution in contravention of the Opinion of SitelogIQ shall be at the District’s sole risk.
- *Inspections and Tests.* Require such special inspections or tests of Contractor’s Work or Subcontractor’s Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by the laws and regulations imposed by the State of Minnesota or the Contract Documents. SitelogIQ’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. SitelogIQ shall be entitled to rely on the results of such tests. With the District’s maintenance personnel, SitelogIQ shall observe the Contractor’s final testing and start-up of utilities, operational systems, and Equipment.
- *Disagreements between the District and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor’s Work or Subcontractor’s Work and the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor’s Work or subcontractor’s Work; review each duly submitted claim by the District or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if SitelogIQ in its discretion concludes that to do so would be inappropriate. In rendering such decisions, SitelogIQ shall be fair and not show partiality to the District or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- *Applications for Payment.* Based on SitelogIQ’s observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
 - ◆ Recommend the amounts that Contractor is paid for Work properly completed. SitelogIQ may make such recommendations in conjunction with the architect of record, if SitelogIQ does not serve as the architect of record. Such recommendations of payment will be in writing and will constitute SitelogIQ’s representation to the District, based on such observations and review, that, to the best of SitelogIQ’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or

upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractors being entitled to such payment appear to have been fulfilled in so far as it is SitelogIQ's responsibility to observe Contractor's Work. In the case of unit price work, SitelogIQ's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- ◆ By recommending any payment, SitelogIQ shall not thereby be deemed to have represented that observations made by SitelogIQ to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to SitelogIQ in this Agreement and the Contract Documents. Neither SitelogIQ's review of Contractor's Work for the purposes of recommending payments nor SitelogIQ's recommendation of any payment, including final payment, will impose on SitelogIQ any responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with the laws and regulations of the State of Minnesota applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on SitelogIQ to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the Work in progress, materials, or Equipment has passed to the District free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the District and Contractor that might affect the amount that should be paid.
- *Contractor's Completion Documents.* Receive, review, and transmit to the District maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples, and other data approved and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the District and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of the District, SitelogIQ considers the Work substantially complete; SitelogIQ shall deliver a certificate of substantial completion to the District and Contractor. Providing a certificate of substantial completion to the District and Contractor does not make SitelogIQ responsible for any of Contractor's Work, including but not limited to Work that may possess a latent defect or defect unknown to SitelogIQ at the time the certificate of substantial completion is issued.
- *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Contractor's Work is acceptable so that SitelogIQ may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, SitelogIQ shall also provide a notice to Contractor and the District that the Work is acceptable to the best of SitelogIQ's knowledge, information, and belief and based on the extent of the Services provided by SitelogIQ under this Agreement. Providing final notice of acceptability of the Work does not make SitelogIQ responsible for any of Contractor's Work, including but not limited to Work completed by Subcontractors or Work that may

possess a latent defect or defect unknown to SitelogIQ at the time final notice of acceptability of the Work is issued.

Duration of Construction Phase.

The Construction Phase will commence upon the completion of the Bidding or Negotiation Phase and the District providing SitelogIQ written authorization to proceed. The Construction Phase shall terminate upon written recommendation by SitelogIQ for final payment to Contractors.

Limitation of Responsibilities.

SitelogIQ shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work, Materials, or Equipment on the Project. SitelogIQ shall not be responsible for the failure of any Contractor or Subcontractor to perform or furnish the Work in accordance with the Contract Documents.

Post-Construction Phase

- Upon completion of the Construction Phase and with written authorization from the District, SitelogIQ, during the Post-Construction Phase, shall:
 - ◆ Provide assistance in connection with the adjusting of the Project Equipment and systems.
 - ◆ Assist the District in training the District's staff to operate and maintain the Project Equipment and systems.
 - ◆ Assist the District in developing procedures for control of the operation and maintenance of, and record keeping for the Project Equipment and systems.
 - ◆ Together with the District, visit the Project to observe any apparent defects in the Work, assist the District in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if present.
- The Post-Construction Phase Services may commence during the Construction Phase, if mutually agreed to by the District and SitelogIQ. Unless otherwise modified elsewhere in this Schedule A or by subsequent amendment, the Post-Construction Phase will terminate at the end of the any correction period noted in the Contract Documents or this Agreement.

Contingent or Optional Services

- SitelogIQ will provide, at the District's request, additional Contingent or Optional services which are not included in SitelogIQ's initial Services, and may include but not be limited to the following:
 - ◆ Consultation for or services required to coordinate replacement of work caused by fire or others during construction.
 - ◆ Services necessary due to default or termination of Contractor.
 - ◆ Services in connection with public hearings, arbitration proceedings, or legal proceedings (unless SitelogIQ is a party).

- ◆ Services for coordination of construction performed by the District's own work forces and connection with Equipment supplied by the District.
- ◆ Services in connection with separate Consultants retained by the District.
- ◆ Services of Consultants other than architectural, structural, mechanical, and electrical portions of this Project.
- ◆ Other services required that are not part of the Professional Services Agreement.
- ◆ To the extent that SitelogIQ provides Contingent or Optional Services, SitelogIQ shall receive additional compensation or other form of consideration for such Services.

Part D – Commissioning Services

Commissioning Phase

SitelogIQ shall, or cause the architect of record to, complete an Architect Review and an HVAC Mechanical and Electrical Review.

Architect Review

Document the District's building criteria, needs, etc. for a programming report.

- Design Development Phase. Document the design intent for general building design and function.
- Construction Documents Phase.
 - ◆ Coordinate the development of the design intent by all design team members.
 - ◆ Document the design intent, design narrative and design parameters.
 - ◆ Include appropriate system inspection sections into the specification, including specialty systems such as food service, swimming pool, etc. The System Inspector will prepare sections.
- Construction and Acceptance Phase.
 - ◆ Coordinate resolution of system deficiencies identified during the system inspection process, according to the Contract Documents.
 - ◆ Prepare and submit final record drawings for inclusion in the operation and maintenance (O&M) manuals. Review and approve the O&M manuals.
 - ◆ Coordinate the review of applications for payment with SitelogIQ and System Inspector.
- One Year Correction Period.
 - ◆ Coordinate resolution of design nonconformance and design deficiencies identified during the one year correction period.

HVAC Mechanical and Electrical Review

Document the District's mechanical and electrical system requirements.

- Design Development. Document design intent and general operating parameters.
- Construction Documents Phase.
 - ◆ Complete the documentation of the design intent and operating parameters.

- ◆ Include in the division 20-25 (HVAC mechanical designer) and division 26-28 (electrical designer) of the specification, the Contractor requirements for system inspections, as prepared by the System Inspector or attached as a supplemental document.
- Construction and Acceptance Phase.
 - ◆ Assist (along with the Contractors) in clarifying the operation and control of Equipment in areas where the specifications, control drawings, or Equipment documentation are not sufficient for writing detailed testing procedures.
 - ◆ Participate in the resolution of mechanical and electrical system deficiencies identified during the system inspection process.
 - ◆ Prepare and submit the division mechanical and electrical final record drawing documentation for inclusion in the O&M manuals.
 - ◆ Review and approve the O&M manuals.
- One Year Correction Period.
 - ◆ Coordinate resolution of design nonconformance and design deficiencies identified during the one year correction period.

System Inspector

SitelogIQ shall serve as the System Inspector for this Project. The primary role of the System Inspector is to review the design intent and Construction Documents, observe that construction is performed according to the design documents, develop, and coordinate the execution of a testing plan, and document the testing results in order to be reasonably assured that the installed systems operate according to design intent and in accordance with the Contract Documents.

The District's Role and Obligations

Programming through Design Development Phases. The District shall assist SitelogIQ to identify which building systems will undergo the commissioning or system inspection process, (e.g., HVAC and others required by the law of the State of Minnesota, or others, such as fire alarm, security, card access, CCTV, telephone, data, fire sprinkler, windows, walls, roofs, etc.). In addition, the District's responsibilities include:

- Construction Documentation Phase.
 - ◆ Working with the System Inspector to identify the sampling rates for system testing.
 - ◆ With the advice of SitelogIQ, approving the final system inspection-testing plan.
 - ◆ Working with architects, engineers, and PCM and the System Inspector to provide language in the specifications that the Contractors will provide in their bid a specific dollar amount for their part of the system inspection process. This amount will be indicated on the schedule of values form, with draws made against this amount throughout the system inspections process.
 - ◆ Reviewing and approve the design intent documentation.
 - ◆ Reviewing and approve the system inspection specification sections.
- Construction and Acceptance Phase.
 - ◆ Managing the Contractor's contracts.

- ◆ Providing final approval for the successful completion of the system inspections.
- ◆ Withholding Contractor's retainage until all Work is complete and operates properly.
- One Year Correction Period.
 - ◆ Withholding adequate funds from the Contractors, architects, engineers, and System Inspectors until all system inspection activities have been successfully completed. Coordinate Contractor efforts to correct deficiencies in a timely manner.

Schedule B – Compensation for Services

The Compensation for Services shall be paid in the currency of the United States of America by the District to SitelogIQ on a progress payment basis identified below. This Schedule applies only to the Services identified in Schedule A, Scope of Services.

Compensation for Services

The Compensation for Services to be paid by the District to SitelogIQ for the Services set forth in Schedule A shall be as follows:

General

The lump sum fee is \$3,152,812.50¹ (three million, one hundred fifty-two thousand eight hundred twelve dollars and fifty cents) based upon the proposed Project scope of Work and estimated Project costs identified in Schedule C.

To the extent that the lump sum fee increases or decreases, the parties shall execute an amendment to this Agreement.

Basis for Payments

As a basis for payment to SitelogIQ, Project costs will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by SitelogIQ:

- For Work designed or specified and incorporated in the completed Project, the actual final cost of the Services performed SitelogIQ, including overhead and profit.
- For Work designed or specified but not constructed, the actual cost of the Work, including overhead and profit, performed by SitelogIQ pursuant to the fee schedule set forth herein and reimbursable expenses.
- No deduction shall be made from SitelogIQ's compensation due to any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

Progress Payments

- The portion of the amounts billed for SitelogIQ's Services, which is on account of the percentage of construction costs, will be based upon SitelogIQ's estimate of the proportion of the total Services actually completed during the billing period to the percentage of construction cost.
- Upon conclusion of each phase of Services, the District shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of construction cost to the following estimated percentages of total compensation payable on account of the percentage of construction cost for all phases of Services:

Project/Service	Percent of Total Compensation
Design Document Phase	70%
Construction Implementation Phase	25%
Post Construction	5%
Total	100%

- SitelogIQ may alter the distribution of compensation between individual phases of the Work noted herein but shall not exceed the total percent fee unless approved in writing by the District.

Schedule C – Facility Improvement Measures

Waconia Public School District Phase 1

The scope of Work for the Project includes the replacement of air handling units (AHUs) with a conversion to chilled and hot water system in identified classrooms, corridors, specialty classrooms, and Safari Island at Waconia High School; reconstruction of the east side driveways and repaving of the north side drives at the Waconia Middle School; repair of parking lots at Laketown Elementary; and the replacement of a rooftop unit with a Variable Air Volume (VAV) system at the District Office.

The parties agree that the above constitutes a preliminary agreement on the scope of Work. Changes to the above listed scope of Work that increase the scope of design Services provided by SitelogIQ may require additional compensation. SitelogIQ shall inform the District when a change would require additional compensation. The parties agree that SitelogIQ's fee shall not increase for minor changes within the above listed scope of Work. The parties further agree that the final construction documents produced by SitelogIQ or its Consultants and agreed to in writing by the District shall constitute the final agreed upon scope of Work for the Project.

The District will furnish SitelogIQ a Project budget value to which SitelogIQ shall design. SitelogIQ will design the Project to match the District's available budget, which may include one or more of the following revenue sources: general obligation bond, refinancing debt, or any other lawful source of revenue at the District's disposal.

SitelogIQ estimates the total Project costs are \$16,815,000 (Sixteen Million Eight Hundred Fifteen Thousand dollars).

To the extent required, District and SitelogIQ shall execute amendments to Schedule C of this Agreement to reflect the scope of Work to be performed and budgets (up to the estimated Project costs) for the Project consistent with the meeting minutes and design phase review documents.

8.B. PMA Finance Presentation



PMATM
SECURITIES

December 11, 2023

ISD 110
Waconia Public Schools

LTFM (+) Indoor Air Quality and Parking Lot
Project Financing

Michael Hart

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Project Financing Overview

Project

- Indoor Air Quality/HVAC Improvement Projects
- Parking Lot Projects

Funding

- LTFM (+) Funding - G.O. Facilities Maintenance Bond (Not to exceed \$16,750,000)
- Parking Lot Funding – G.O. Tax Abatement Bond (Not to exceed \$1,550,000 over 14 years)

Impact

- Tax neutral structure



Long Term Facilities Maintenance Plus (+)

Eligible uses include:

Indoor Air Quality

Fire Suppression

Asbestos Abatement

- ▶ Additional revenue beyond \$380 / pupil
 - ▶ Creates Tax Impact
- ▶ Revenue limited only by costs of eligible projects
- ▶ Projects >\$100,000 per site per year
- ▶ Revenue used for Pay-As-You-Go or Bonding
- ▶ No voter approval



Abatement Bonds

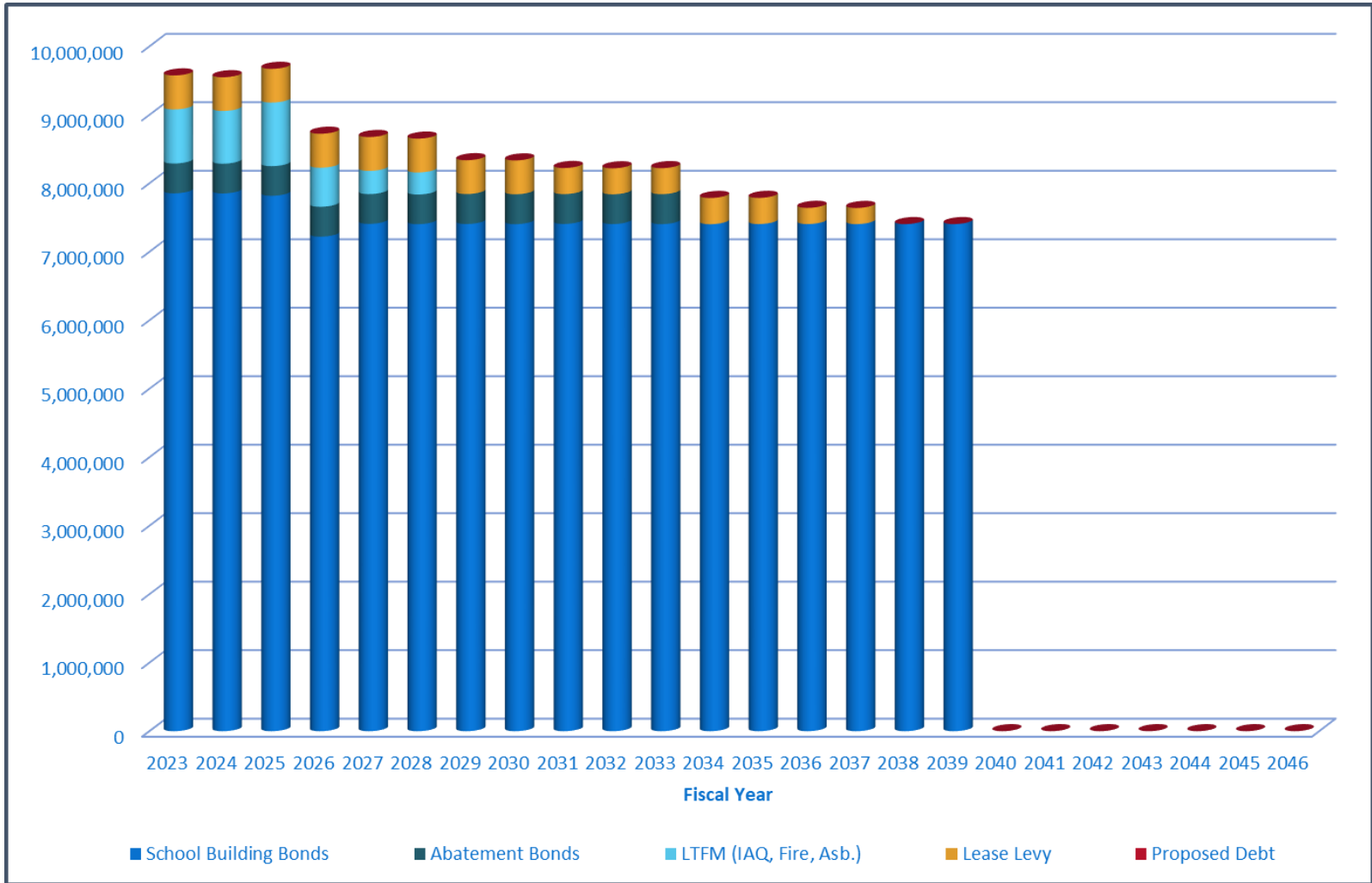
Eligible uses
include:

Parking Lot projects

- ▶ No voter approval; requires public hearing
- ▶ Creates new revenue source = tax impact
- ▶ Bonds limited to 15 years under most circumstances
- ▶ Review and comment required for projects over \$2,000,000



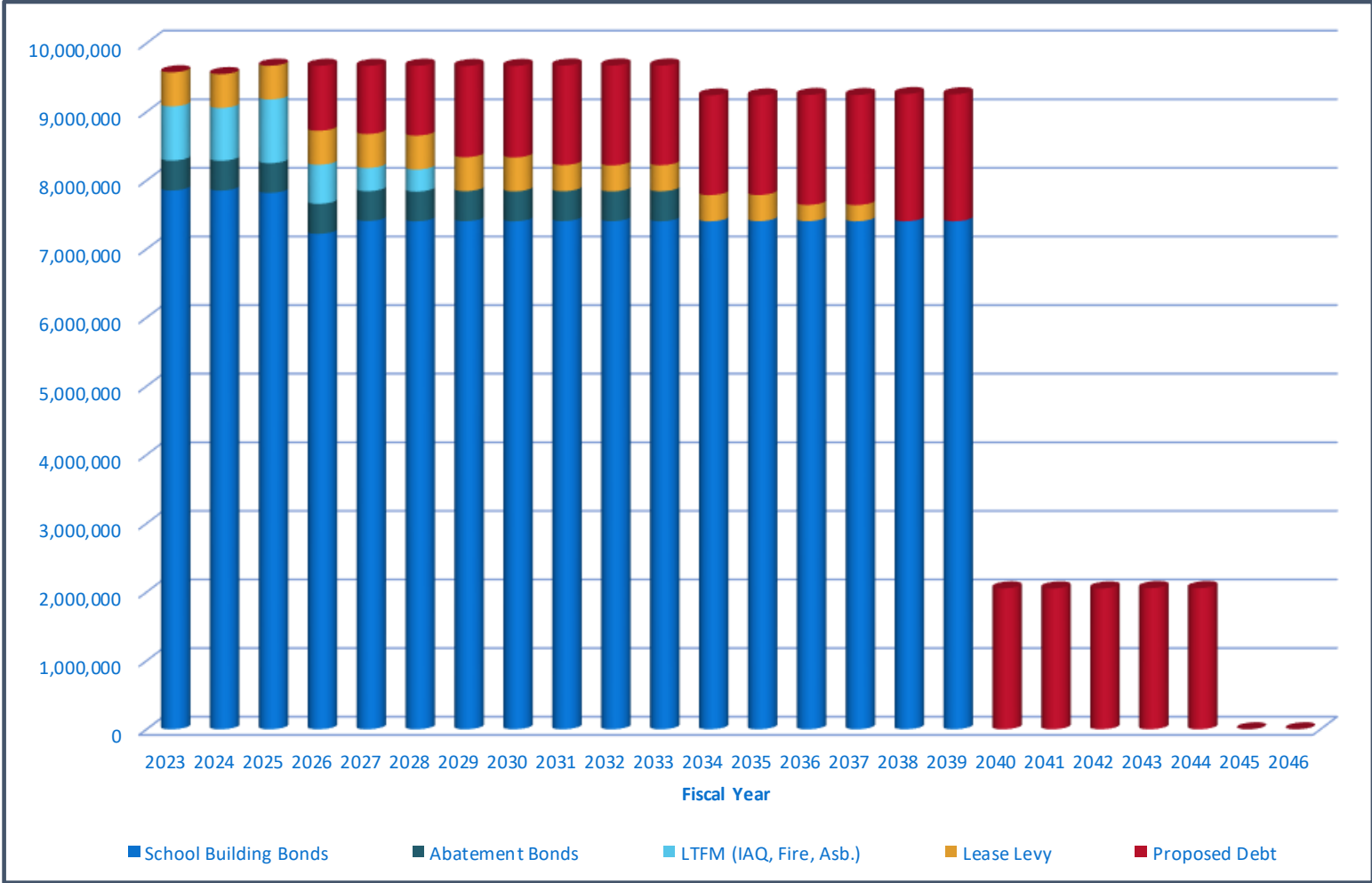
Outstanding Bond Annual Payments





Bond Structure with Other Debt

Bond Summary (All Debt with Direct Tax Impact)





Sources and Uses – 2 Issues

	2024A - LTFM - IAQ Bonds	2024A - Abatement Bonds	2025A - LTFM - IAQ Bonds	LTFM - IAQ Total	Combined Total
Sources Of Funds					
Par Amount of Bonds	\$5,165,000.00	\$765,000.00	\$10,320,000.00	\$15,485,000.00	\$16,250,000.00
Reoffering Premium	174,678.15	44,941.10	973,130.70	1,147,808.85	1,192,749.95
Total Sources	\$5,339,678.15	\$809,941.10	\$11,293,130.70	\$16,632,808.85	\$17,442,749.95
Uses Of Funds					
Deposit to Project Construction Fund	5,000,000.00	760,000.00	11,055,000.00	16,055,000.00	16,815,000.00
Deposit to Capitalized Interest (CIF) Fund	227,403.47	33,681.25	15,000.00	242,403.47	276,084.72
Total Underwriter's Discount (1.000%)	51,650.00	7,650.00	103,200.00	154,850.00	162,500.00
Cost of Issuance	60,624.68	8,609.85	119,930.70	180,555.38	189,165.23
Total Uses	\$5,339,678.15	\$809,941.10	\$11,293,130.70	\$16,632,808.85	\$17,442,749.95

Estimated interest rates as of December 1, 2023 (Series 2024 plus 0.50%, Series 2025 plus 1.00%).

Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.



Bond Payments Illustrated

Fiscal Year	Outstanding Debt Service	Estimated 2024A LTFM - IAQ Bonds			Estimated 2024A Abatement Bonds			Estimated 2025A LTFM - IAQ Bonds			Capitalized Interest	Combined Debt
		Principal	Interest	Fiscal Total				Principal	Interest	Fiscal Total	Fiscal Total	
2025	\$9,234,879		\$227,403	\$227,403		\$33,681	\$33,681				(\$261,085)	\$9,234,879
2026	\$8,332,814		\$258,250	\$258,250		\$38,250	\$38,250		\$619,200	\$619,200	(\$15,000)	\$9,233,514
2027	\$8,286,926		\$258,250	\$258,250		\$38,250	\$38,250	\$30,000	\$619,200	\$649,200		\$9,232,626
2028	\$8,264,702		\$258,250	\$258,250		\$38,250	\$38,250	\$55,000	\$617,400	\$672,400		\$9,233,602
2029	\$7,964,593		\$258,250	\$258,250		\$38,250	\$38,250	\$355,000	\$614,100	\$969,100		\$9,230,193
2030	\$7,961,622		\$258,250	\$258,250		\$38,250	\$38,250	\$380,000	\$592,800	\$972,800		\$9,230,922
2031	\$7,850,486		\$258,250	\$258,250		\$38,250	\$38,250	\$515,000	\$570,000	\$1,085,000		\$9,231,986
2032	\$7,846,280		\$258,250	\$258,250		\$38,250	\$38,250	\$550,000	\$539,100	\$1,089,100		\$9,231,880
2033	\$7,848,436		\$258,250	\$258,250		\$38,250	\$38,250	\$580,000	\$506,100	\$1,086,100		\$9,231,036
2034	\$7,433,930		\$258,250	\$258,250		\$38,250	\$38,250	\$615,000	\$471,300	\$1,086,300		\$8,816,730
2035	\$7,435,144		\$258,250	\$258,250		\$38,250	\$38,250	\$650,000	\$434,400	\$1,084,400		\$8,816,044
2036	\$7,289,900		\$258,250	\$258,250		\$38,250	\$38,250	\$835,000	\$395,400	\$1,230,400		\$8,816,800
2037	\$7,288,213		\$258,250	\$258,250	\$245,000	\$38,250	\$283,250	\$640,000	\$345,300	\$985,300		\$8,815,013
2038	\$7,051,963		\$258,250	\$258,250	\$255,000	\$26,000	\$281,000	\$920,000	\$306,900	\$1,226,900		\$8,818,113
2039	\$7,051,975		\$258,250	\$258,250	\$265,000	\$13,250	\$278,250	\$975,000	\$251,700	\$1,226,700		\$8,815,175
2040		\$935,000	\$258,250	\$1,193,250				\$570,000	\$193,200	\$763,200		\$1,956,450
2041		\$980,000	\$211,500	\$1,191,500				\$605,000	\$159,000	\$764,000		\$1,955,500
2042		\$1,030,000	\$162,500	\$1,192,500				\$640,000	\$122,700	\$762,700		\$1,955,200
2043		\$1,085,000	\$111,000	\$1,196,000				\$680,000	\$84,300	\$764,300		\$1,960,300
2044		\$1,135,000	\$56,750	\$1,191,750				\$725,000	\$43,500	\$768,500		\$1,960,250
Total	\$117,141,864	\$5,165,000	\$4,642,903	\$9,807,903	\$765,000	\$531,931	\$1,296,931	10,320,000	\$7,485,600	\$17,805,600	(276,085)	145,776,214



Why 2 Bond Sales?

- ▶ Provides initial funding for design
- ▶ Better understanding of firm project costs after construction bids are received
 - ▶ Will help avoid over issuance
- ▶ Limits need for capitalized interest
 - ▶ No levy in place for taxes payable in 2024 to make initial interest payments
- ▶ Lower interest rates when issuing less than \$10 million in a calendar year (Bank Qualified)



Why 2 Bond Sales?

- ▶ No interest cost on the Series 2025A Bond until after they are issued in early 2025
- ▶ Risk: Interest Rates may increase
- ▶ Costs: Higher Issuance Fees



Preliminary Timeline Series 2024A Bonds

Date	Action Item
December 18, 2023	Resolution to set abatement public hearing and approve 10 yr. LTFM plan and intent to issue LTFM Bonds
End of December 2023	Submit updated LTFM Plan to MDE for approval
End of December 2023	Publish Notice of Public Hearing and notice of intent to issue LTFM Bonds
January 22, 2024	Abatement public hearing, consideration of abatement resolution and resolution calling for the sale of the bonds
Week of January 22, 2024	Rating Call
Week of February 5, 2024	Rating Received & POS released
Week of February 19, 2024	Bond Pricing (Interest Rates Locked)
February 26, 2024	Board Considers Ratifying Resolution
March 14, 2024	Bond Closing (Funds Received)



Timeline – Series 2025A Bonds

Date	Action Item
Summer/Fall 2024	Receive Construction Bids on Projects
September 1, 2024	Include Series 2024A and proposed Series 2025A Bond levy in preliminary levy certification
Early 2025	Proceed with Series 2025A Bond Sale as funds are needed



LTFM Board Resolution

Authorizes the Following:

- ▶ Approval of revised LTFM Plan and submission to MDE
- ▶ Intent to Issue Facility Maintenance Bonds
 - ▶ Not to Exceed \$16,750,000
- ▶ Approval of required Public Notice
- ▶ Allows the submission of the State Credit Enhancement Application
- ▶ Allows for reimbursement of project expenses



Abatement Board Resolution

- ▶ Calls for Public Hearing on January 22
- ▶ Notice to be published at least 10 days prior to hearing
- ▶ Maximum amount of abatement in notice is \$1,550,000
 - ▶ Inclusive of both principal and interest on the bonds
 - ▶ Includes a cushion to account for market risk of interest rates rising



Contact Us



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Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between the Independent School District No. 110 (Waconia Public Schools), Carver and Hennepin Counties, Minnesota (“Issuer”) and PMA Securities, LLC (“PMA”) effective as of November 6, 2023 (the “Effective Date”). The Issuer and PMA collectively constitute the “Parties” hereunder.

WITNESSETH:

WHEREAS, the Issuer intends to issue \$18,000,000* General Obligation Facilities Maintenance and Tax Abatement Bonds (the “Securities”) for facilities maintenance and parking lot projects, which may be issued in one or more series of issues, and in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a Municipal Advisor to advise the Issuer regarding the issuance of the Securities;

WHEREAS, PMA is willing to provide its professional services and its facilities as Municipal Advisor in connection with the Securities as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective;

WHEREAS, the Issuer is a municipal entity and the Securities are municipal securities as defined by the Securities Exchange Act of 1934 and the rules of the Municipal Securities Rulemaking Board (“MSRB”);

WHEREAS, PMA is registered as a municipal advisor with the U.S. Securities Exchange Commission (“SEC”) and the MSRB and thus, may provide municipal advisor services to a municipal entity such as the Issuer, including advice with respect to the issuance of municipal securities; and

WHEREAS, the Municipal Advisory services described herein are provided by PMA exclusively as a Municipal Advisor as described under MSRB Rule G-3(d).

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the Municipal Advisory services (hereinafter “Services” or “Scope of Services”) stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay PMA the compensation as provided in Section VI hereof. The Scope of Services to be performed in connection with the issuance of the Securities are only those listed below.

A. Financial Planning. At the direction of the Issuer, PMA shall:

1. Analysis. Conduct an analysis of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service the Securities contemplated. This analysis will include reviews of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, may include an analysis of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. The analysis may take into account any outstanding indebtedness payable from the revenues of existing or projected facilities operated by the Issuer, additional revenues to be available from any

*Preliminary, subject to change, and reflects the current estimated par amount. Currently, the expected estimated public offering price of the Securities is \$18,500,000, from which the fee may be calculated. See Section VI herein.

proposed rate increases and additional revenues, as projected through internal proprietary systems of PMA and its affiliates or through other parties employed by the Issuer, resulting from improvements to be financed by the Securities under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff, through internal proprietary systems of PMA and its affiliates or through other parties, if any, employed by the Issuer.
3. Recommendations for Securities. Submit recommendations to the Issuer regarding the Securities under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Securities to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the Issuer of current bond market conditions, other related forthcoming bond issues, economic data and other market information, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Securities may be set at a favorable time.
5. Elections. Assist in coordinating the assembly of data for the preparation of any necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the issuance of municipal securities, including assistance in the transmission of such data to any law firm retained by the Issuer, such as issuer counsel, bond counsel, disclosure counsel or otherwise, in the event it is necessary to hold an election to authorize the Securities.

B. Debt Management and Financial Implementation. At the direction of the Issuer, PMA shall:

1. Method of Sale. Evaluate the particular financing of Securities being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
 - a. If the Securities are to be sold by an advertised competitive sale, PMA will:
 - (1) Oversee the sale of the Securities;
 - (2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids which may include the use of a third party auction platform;
 - (3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
 - (4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
 - b. If the Securities are to be sold by negotiated sale, PMA will:
 - (1) Recommend, for the Issuer's formal approval and acceptance, one or more investment banking firms as managers of an underwriting syndicate to negotiate the purchase of the Securities. This may include a request for proposal for underwriting services. A

recommendation will be based upon but not limited to the following: proposed underwriter fees, indicative interest rates and yields, recent comparable bond sales that support the indicative rates and yields, quality of structuring ideas proposed, experience of the underwriter and its personnel, and willingness to commit capital. In keeping with the provisions of Rule G-23 of the MSRB, PMA will not participate in an underwriting syndicate in connection with the negotiated purchase of the Securities.

- (2) Cooperate with and assist the underwriter(s) in the review of a bond purchase contract and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriter(s), but shall not be or become an obligation of PMA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by PMA.
 - (3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any, and provide a cost comparison for both expenses and interest, which are suggested by the underwriter(s), to the then current market.
 - (4) Advise the Issuer as to the fairness of the prices/yields offered by the underwriter(s).
- c. If the Securities are to be sold as a placement:
- (1) Direct Sale. The Issuer shall identify the potential purchasers and provide the information to PMA in a direct sale. At the request of the Issuer, PMA will disseminate information, including any offering documents, to prospective purchasers and collect prospective purchasers' timely submission of offers to purchase. PMA will analyze such offers to purchase and make a recommendation to the Issuer regarding the acceptance of one or more offers to purchase the Securities according to parameters set out by the Issuer or based on the Issuer's best interest.
 - (2) Private Placement. PMA may recommend that the Issuer engage a placement agent for a private placement of the Securities, under certain circumstances. The recommendation to engage a placement agent will be based upon, but not limited to, the following factors: the size and complexity of the Securities, the credit of the Issuer, the amortization length of the Securities and whether DTC eligibility is appropriate for the issuance. If PMA recommends the use of a placement agent, PMA will then recommend, for the Issuer's formal approval and acceptance, an investment banking firm as placement agent for the Securities. This may include a request for proposal for placement agent services. A recommendation will be based upon, but not limited to the following: proposed fee, indicative interest rates, recent comparable bond sales that support the rates, quality of structuring ideas proposed and experience of the placement agent and its personnel.
2. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested and at all times when PMA may be of assistance or service and the subject matter is related to the Securities.
 3. Review of Third Party Recommendations. Review of a recommendation of another party if requested by the Issuer and the request is within the Scope of Services. PMA will determine, based on the information obtained through reasonable diligence, whether the municipal securities transaction or municipal financial product is or is not suitable for the Issuer. In addition, PMA will inform the Issuer of:

- (1) PMA's evaluation of the material risks, potential benefits, structure and other characteristics of the recommended municipal securities transaction or municipal financial product;
 - (2) The basis upon which PMA reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Issuer; and
 - (3) Whether PMA has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.
4. Offering Documents. Draft the preliminary and final Official Statements, Offering Memoranda or Term Sheets ("Offering Documents") based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws.
- (1) In a competitive sale, PMA will coordinate the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification.
 - (2) PMA will electronically distribute the Offering Documents.
 - (3) Some of the data collected may require a fee, such as overlapping debt or an auditor's certificate. Upon the request of an authorized representative of the Issuer, any fees for data will be sent to the Issuer for prior approval.
 - (4) As needed for Offering Documents disclosure purposes, PMA will file reportable event notices and other information to the MSRB's Electronic Municipal Market Access ("EMMA") as directed by the Issuer.
5. Credit Ratings and Insurance. Make recommendations to the Issuer as to the advisability of obtaining a credit rating and/or insurance for the Securities. Where insurance for the Securities is advised, PMA will request bids from insurance agencies. When directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency and/or insurance agencies. If PMA's advice includes personal presentation of information to the rating agency and/or insurance agencies, PMA will arrange for such personal presentations by the Issuer's representatives.
6. Trustee, Paying Agent, Registrar. Assist the Issuer in the selection of a trustee and/or paying agent/registrar for the Securities and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
7. Escrow Bidding Agent, Escrow Agent, Verification Agent. Assist the Issuer in the selection of an escrow bidding agent, an escrow agent and/or a verification agent for the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto, if needed.

8. Financial Publications. Advise financial publications of the forthcoming sale of the Securities and provide them with all pertinent information, when appropriate. Upon request, PMA will coordinate the publication of legal notices when required by law for the issuance of the Securities.
9. Consultants. Arrange for reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Securities and assist in the negotiation of agreements pertinent to those services and the fees incident thereto.
10. Legal Counsel. Maintain liaison with bond counsel, disclosure counsel and local counsel, if any, in the preparation of legal documents pertaining to the authorization, sale and issuance of the Securities.
11. Delivery of the Securities. Coordinate the efforts of the working group for the Securities, which typically includes the Issuer, underwriter, bond counsel, and other counsel, as applicable, rating agency, bond registrar, paying agent, and any other third party engaged by the Issuer, as soon as a bid for the Securities is accepted by the Issuer, so that the Securities may be delivered and paid for as expeditiously as possible. Assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Securities.

C. Services Not Related to an Issuance of Municipal Securities. If requested by the Issuer, PMA will perform the services following this paragraph for the Issuer, with respect to the Securities, with no additional compensation required. This Agreement hereby terminates any prior Municipal Advisory Agreement or Municipal Advisory Engagement Letter for the provision of the following services:

1. Rating surveillance preparation;
2. Debt summary and debt book updates;
3. Educational presentations to the Issuer's governing body, community and/or staff;
4. Review paying agent/DTC invoices for accuracy;
5. Review and provide advice related to a bond levy;
6. Advise the Issuer of filings related to tax credit bonds and the need to approve abatement resolutions and debt service extension base modification resolutions;
7. Assist with filing debt-related documents with other government entities, such as the state;
8. Assist with FOIA-related documentation and questions; and
9. Assist with post-issuance compliance per the rules of the Internal Revenue Service ("IRS").

D. Limitations on Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
2. PMA is not responsible for certifying as to the accuracy or completeness (including the accuracy or completeness of any description of the Issuer's compliance with its continuing disclosure obligations) of any preliminary or final Offering Documents, other than with respect to any information about PMA provided by PMA for inclusion in such documents.

3. The Services do not include tax, legal, accounting or engineering advice with respect to the Securities, services not related to an issuance of municipal securities (except as provided in Section I.C. above) or in connection with any opinion or certificate rendered by bond counsel or any other person at closing, and does not include review or advice on any feasibility study.
4. Unless requested by the Issuer, PMA will not negotiate fees or send out a request for proposal for legal services including issuer counsel, bond counsel or disclosure counsel.
5. Dissemination Agent services for continuing disclosure are not included under this Agreement except as provided under Section I.B.4.(4). Dissemination Agent services include, for example, annual financial information and annual financial statement filings to EMMA. PMA is engaged as Dissemination Agent pursuant to a separate engagement to provide services not covered under Section 1.B.4.(4).

E. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.D. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II POTENTIAL BENEFITS & RISKS OF ISSUING THE SECURITIES

A. The potential benefits involved with issuing the Securities include, among other things:

1. Meeting the Issuer's Funding Needs. The Securities are being issued to meet the Issuer's stated funding needs.
2. Relative Low Cost of Financing. Municipal obligations, such as the Securities, generally offer a lower cost of financing than other available alternatives.
3. Ability to Lower Cost of Financing in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to lower the cost of financing with a future refinancing of the Securities.
4. Ability to Restructure Payments in the Future. To the extent the Securities, or a portion of the Securities, are subject to a prepayment provision, the Issuer may be able to restructure the repayment schedule with a future refinancing or defeasance of the Securities.

B. The potential risks involved with issuing the Securities include, among other things:

1. Interest Rate Risk. The Securities are issued at a fixed rate(s). If market interest rates decline subsequent to the sale of the Securities, the Issuer will not be able to take advantage of lower market interest rates for the Securities unless and until the Securities can be prepaid or refinanced.
2. Prepayment Risk. To the extent the Securities, or a portion of the Securities, are not subject to a prepayment provision, the Issuer cannot prepay the Securities prior to their maturity date(s).
3. Closing Risk. If the Securities fail to attract an appropriate purchaser, or fail to be delivered at closing, the Issuer will not receive proceeds from the Securities.

4. Default Risk. If the Issuer fails to make the scheduled principal and/or interest payment(s) on the Securities in a timely manner, a default will occur, which negatively affects the Issuer's ability to get financing for other needs.
5. Tax Risk. If the opinion of bond counsel for the Securities identifies the Securities as tax-exempt or tax advantaged, and the IRS subsequently determines the Securities are taxable or ineligible for a tax credit, this determination could cause the IRS to change the designation of the Securities to taxable or to revoke the tax credits, resulting in potential adverse publicity, impairment of the Issuer's ability to issue municipal securities in the future, litigation from bondholders and others or a settlement agreement between the IRS and the Issuer resulting in a payment from the Issuer to the IRS to maintain the tax-exempt or tax advantaged status of the Securities. Potential causes of such a determination may include, but are not limited to the following: the Issuer does not spend the proceeds of the Securities in a timely manner, change in use of the project financed by the Securities and any other determination by the IRS that rules governing the issuance of tax-exempt obligations were violated.
6. Disclosure Risk. To the extent the SEC determines that a material fact was omitted from the Offering Documents or a material misstatement was made in the Offering Documents, the SEC could determine that the Issuer violated federal securities laws.

SECTION III COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Issuer acknowledges that PMA has regulatory duties as municipal advisor to the Issuer, and the Issuer agrees to cooperate, and to cause its agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have PMA provide advice with regard to any recommendation made by a third party in accordance with Section I.B.3, the Issuer will provide to PMA written direction to do so and any information it has received from such third party relating to its recommendation.

SECTION IV TERM OF AGREEMENT

The terms of this Agreement are effective as of the Effective Date and shall remain in effect, unless earlier terminated by PMA or at the direction of the Issuer pursuant to the following section, until the closing of the Securities. For only the services (i.e. continuing services) set forth in Section I.C., this Agreement may be renewed for a maximum of three (3) years beyond the Effective Date of this Agreement or any amendment to this Agreement as set forth in Section VIII.D at the Issuer's request for PMA to perform such services.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer upon prior written notice to PMA or by PMA upon at least thirty (30) days' prior written notice to the Issuer of the Party's intention to terminate, specifying in such notice the effective date of such termination. In the event the termination occurs before the Securities close, it is understood and agreed that no amounts are due to PMA for services provided or expenses incurred, unless otherwise stated in Section VI below. No penalty will be assessed for termination of this Agreement. The provisions of Section VII.B. shall survive any termination of this Agreement pursuant to this Section V or the expiration of the term of this Agreement pursuant to Section IV.

**SECTION VI
COMPENSATION AND EXPENSE REIMBURSEMENT**

A. Compensation. The fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement shall be based on the table following this paragraph calculated on a per issue basis. Such fees, for which PMA is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Securities to the purchaser. No fee shall be due from the Issuer to PMA unless the Securities close.

<u>Public Offering Price</u>		Standard Fee Amount For
>	< or = to	Municipal Advisory Services Described in Section I
\$0	- \$500,000	\$0 plus \$10,000
\$500,000	- \$2,000,000	\$10,000 plus \$8.00 / \$1,000 for amount > \$500,000
\$2,000,000	- \$5,000,000	\$22,000 plus \$3.50 / \$1,000 for amount > \$2,000,000
\$5,000,000	- \$10,000,000	\$32,500 plus \$2.00 / \$1,000 for amount > \$5,000,000
\$10,000,000	- ∞	\$42,500 plus \$1.25 / \$1,000 for amount > \$10,000,000

For example, for an issuance of Securities with a par amount of \$18,000,000 and a public offering price of \$18,500,000, the fees due to PMA for the Scope of Services set forth and described in Section I of this Agreement would be \$53,125, which calculates to \$2.87 per \$1,000.

As set forth in PMA's *Municipal Advisor Disclosure Statement*, PMA notes that this Agreement may involve contingent based compensation subject to compensation based conflict. Also, we note how it relates to different structures or scenarios. For example, recommending a multi-issuance strategy versus a single issuance strategy could result in additional compensation for PMA and the application of minimum fees, if any. However, this recommendation would be made only if the benefits exceed the costs. Such benefits could include bank qualification, reduced negative arbitrage in the investment of bond proceeds and meeting the financial goals of the Issuer. Also, the additional compensation would be paid over time, subject to the retention of PMA for subsequent issuances.

B. Issuer Expenses.

1. Customary fees and expenses incident to a sale are payable by the Issuer. These fees and expenses, depending upon the final structure, can include fees for underwriter(s), bond counsel, local counsel, disclosure counsel, rating agency, insurance premium, trustee/paying agency, competitive sale auction platform, escrow bidding agent and verification agent.
2. Customary fees and expenses incident to the preparation of the Offering Documents, such as overlapping debt and auditor's certificates, are payable by the Issuer. In the event PMA must pay these fees and expenses before the Securities close, the Issuer will be responsible for reimbursing PMA for the pre-paid fees and expenses.

**SECTION VII
DISCLOSURES**

A. Disclosures. The *Municipal Advisor Disclosure Statement*, and each delivery thereof, as provided from time to time, shall be incorporated by reference into this Agreement as of the date thereof to the same extent as if set forth herein. As set forth in the *Municipal Advisor Disclosure Statement*, PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally

provides fixed income brokerage services and public finance services to institutional clients, including Municipal Advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and PMA Asset Management, LLC, an investment adviser registered with the SEC (the "Advisory Affiliate"). These entities operate under common ownership with the Firm and are referred to in this disclosure as the "Affiliates." Each of these Affiliates also provides services to municipal entity clients. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated companies.

PMA's duties, responsibilities, and fees arise from that as a municipal advisor to the Issuer in connection with the issuance of the Securities. PMA receives additional fees for the services used by the Issuer, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

Additional disclosures are required with the implementation of MSRB Rule G-42. PMA is required to provide the Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of us relevant to our provision of municipal advisory services. This disclosure document will also specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that PMA files with the SEC and a brief explanation regarding the materiality of the change or addition.

B. Scope of Liability. PMA, at all times, will act in good faith with respect to its Services under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligent acts or omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.D. of this Agreement, relating to the services included in the Limitations on Services section. PMA shall not be responsible for any loss incurred by reason of any act or omission of the Issuer, or any member of the working group for the Securities. No recourse may be had against PMA for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action or other proceeding brought by or received from the IRS in connection with the Securities or otherwise relating to the tax treatment of the Securities, or in connection with any opinion or certificate rendered by counsel or any other party.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under federal securities laws or under applicable state law.

SECTION VIII MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state in which the Issuer is located without regard to conflict of law principles.

B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

C. Prior Agreement or Documentation. Each Party acknowledges and agrees that the provisions of this Agreement modify and supersede any prior agreement or documentation with regards to the issuance of the Securities (“Prior Documentation”). The provision(s) set forth in this Agreement shall control in the event that any provision(s) of this Agreement conflict with any provision(s) contained in any Prior Documentation.

D. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

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PMA Securities, LLC

Independent School District No. 110
(Waconia Public Schools)
Carver and Hennepin Counties, Minnesota

By: Michael Hart

Michael Hart
Director, Public Finance

Date: 11/6/23

By: _____

James O. Davis
Chief Executive Officer

Date: _____

By⁽¹⁾: _____

Print Name

Title: _____

Date: _____

(1) By signing this Agreement, as representative of the Issuer, the representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA and that he or she is not a party to a disclosed conflict.

PMA Use Only:

Reviewed: _____ Date: _____

Revised 3/2023

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	Waconia Public Schools	Date:	12/18/2023
District Number:	ISD 110	Email:	rchhoth@isd110.org
District Contact Name:	Ra Chhoth		
Contact Phone #:	952-442-0602		

	Fiscal Year (FY) Ending June 30										
Expenditure Categories	2023 (base year)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033

Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.

Finance Code	Category (1)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
347	Physical Hazards	\$51,200	\$55,000	\$56,000	\$57,100	\$57,550	\$59,650	\$60,000	\$61,750	\$62,550	\$64,000	\$64,250
349	Other Hazardous Materials	\$10,000	\$12,500	\$12,500	\$13,100	\$13,500	\$13,700	\$13,700	\$13,950	\$14,250	\$14,750	\$14,950
352	Environmental Health and Safety Management	\$88,420	\$92,000	\$95,400	\$96,400	\$98,500	\$100,125	\$102,000	\$106,550	\$108,550	\$110,550	\$111,550
358	Asbestos Removal and Encapsulation	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$36,000	\$40,000	\$42,500	\$44,500	\$47,600	\$49,750	\$51,750	\$53,550	\$57,550	\$61,550	\$62,150
366	Indoor Air Quality	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,500
Total Health and Safety Capital Projects		\$189,120	\$200,500	\$207,400	\$212,100	\$218,150	\$224,225	\$228,450	\$236,800	\$243,900	\$251,850	\$254,400

Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year

Finance Code	Category (2)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$1,814,090	\$9,463,560	\$4,777,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$1,814,090	\$9,463,560	\$4,777,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151

Finance Code	Category 3 (a)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Remodeling for Gender-Neutral Single-User Restrooms

Finance Code	Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
UFARS Coding Pending	Remodeling for gender-neutral single user restroom per site.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Gender-Neutral Single User Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Accessibility

Finance Code	Category (4)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
367	Accessibility	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects		\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Deferred Capital Expenditures and Maintenance Projects

Finance Code	Category (5)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
368	Building Envelope	\$0	\$0	\$125,000	\$130,000	\$135,000	\$140,000	\$145,000	\$150,000	\$155,000	\$160,000	\$175,000
369	Building Hardware and Equipment	\$10,000	\$0	\$85,000	\$95,000	\$105,000	\$115,000	\$125,000	\$135,000	\$145,000	\$155,000	\$160,000
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$16,000	\$85,000	\$35,000	\$45,000	\$112,543	\$65,000	\$75,000	\$85,000	\$95,000	\$105,000	\$115,000
380	Mechanical Systems	\$200,000	\$125,000	\$85,000	\$149,838	\$105,000	\$115,000	\$125,000	\$135,000	\$145,000	\$155,000	\$160,000
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$10,000	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
384	Site Projects	\$80,000	\$50,000	\$124,383	\$85,000	\$90,000	\$158,589	\$167,764	\$179,859	\$189,927	\$197,717	\$203,887
Total Deferred Capital Expense and Maintenance		\$316,000	\$260,000	\$464,383	\$514,838	\$557,543	\$603,589	\$647,764	\$694,859	\$739,927	\$782,717	\$823,887
Total Annual 10-Year Plan Expenditures		\$505,120	\$2,329,590	\$10,135,343	\$5,504,288	\$775,693	\$827,814	\$876,214	\$931,659	\$983,827	\$1,034,567	\$1,078,287

Fund Balance Section

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Fund 01												
Beginning Fund Balance 01-467-XX	\$93,523	\$183,371	-\$1,530,867	-\$10,994,342	-\$15,778,594	-\$15,785,240	-\$15,794,368	-\$15,801,837	-\$15,814,219	-\$15,833,015	-\$15,850,916	
LTFM Fiscal Year Revenue - Levy	\$456,311	\$515,324	\$622,427	\$525,215	\$470,051	\$511,639	\$516,314	\$546,340	\$573,525	\$604,205	\$635,167	
LTFM Fiscal Year Revenue - AID if Applicable	\$138,657	\$100,028	\$49,440	\$194,822	\$298,996	\$307,047	\$352,431	\$372,937	\$391,506	\$412,461	\$433,606	
LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Estimated Fiscal Year Expenditures	\$505,120	\$2,329,590	\$10,135,343	\$5,504,288	\$775,693	\$827,814	\$876,214	\$931,659	\$983,827	\$1,034,567	\$1,078,287	
Ending Fiscal Year Fund Balance 01-467-XX	\$183,371	-\$1,530,867	-\$10,994,342	-\$15,778,594	-\$15,785,240	-\$15,794,368	-\$15,801,837	-\$15,814,219	-\$15,833,015	-\$15,850,916	-\$15,860,430	

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Fund 06												
Beginning Fund Balance 06-467-XX	\$0	\$0	\$3,185,910	\$4,777,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Fiscal Year Bonded Revenue	\$0	\$5,000,000	\$11,055,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LTFM Estimated Fiscal Year Expenditures	\$0	\$1,814,090	\$9,463,560	\$4,777,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Ending Fiscal Year Fund Balance 06-467-XX	\$0	\$3,185,910	\$4,777,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

FY 25 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 12/18/2023																	
110 <= Type in School District Number																					
WACONIA PUBLIC SCHOOL DISTRICT																					
Calculations for Ten Year Projection				Pay 23	Change only if requiring levy adjustments	Payable 2023 LLC Certification	Current Estimate														
	LLC #	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033								
1		Type your district number in cell A2 (Minneapolis = 1.2)																			
2		Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b																			
3		Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33																			
4		Look-up data from following tabs																			
5		Initial Formula Revenue																			
6	57		4,515.80	4,541.64	4,552.71	4,552.71	4,552.71	4,552.71	4,552.71	4,552.71	4,552.71	4,552.71	4,552.71								
6a		Additional Pre-K Pupil Units (line 19 of Pre-K application)																			
6b		Total Adjusted Pupil Units = (6) + (6a)																			
7	401		25.76	25.75	26.75	27.75	28.75	29.75	30.75	31.75	32.75	33.75	34.75								
8			\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00								
9	402			0.73571	0.76429	0.79286	0.82143	0.85000	0.87857	0.90714	0.93571	0.96429	0.99286								
10	403		1,262,979	1,269,712	1,322,237	1,371,667	1,421,096	1,470,526	1,519,955	1,569,385	1,618,814	1,668,244	1,717,673								
11		Added revenue for Eligible H&S Projects > \$100,000 / site																			
12	702			-	-	-	-	-	-	-	-	-	-								
13	756			-	-	-	-	-	-	-	-	-	-								
14	701			-	-	-	-	-	-	-	-	-	-								
15	755			-	-	-	-	-	-	-	-	-	-								
16a				769,755	928,725	569,730	338,310	321,300	-	-	-	-	-								
16b				-	-	905,573	952,823	977,183	1,288,718	1,292,603	1,410,413	1,414,718	1,411,568								
17	767			769,755	928,725	1,475,303	1,291,133	1,298,483	1,288,718	1,292,603	1,410,413	1,414,718	1,411,568								
18	405			-	-	-	-	-	-	-	-	-	-								
19	406		725,156	769,755	928,725	1,475,303	1,291,133	1,298,483	1,288,718	1,292,603	1,410,413	1,414,718	1,411,568								
		Added revenue for Pre-K remodeling (for VPK approvals only)																			
20a	768			-	-	-	-	-	-	-	-	-	-								
20b	407			-	-	-	-	-	-	-	-	-	-								
20c				-	-	-	-	-	-	-	-	-	-								
20d	408			2,039,467	2,250,962	2,846,970	2,712,229	2,769,009	2,808,673	2,861,988	3,029,227	3,082,962	3,129,241								



Fiscal Year (FY) 2025 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

General Information: Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2022, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2023. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District, Intermediate/Cooperative/Joint Powers Waconia Public Schools	District Number and Type: ISD #110	Date Submitted: 12/19/2023
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Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2022, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2025 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2022, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2025 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2022]).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2022]). ***The district’s ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – Must be signed by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print) Brian Gersich	Date: 12/18/2023
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ISD No. 110 (Waconia)

\$5,165,000 - G.O. Facilities Maintenance Bonds, Series 2024A

Dated: March 14, 2024

LTFM - IAQ Bonds

MN 105% Net Debt Service

Date	Principal	Interest	Total P+I	CIF	105% Debt Serv.	Fiscal Total
03/14/2024	-	-	-	-	-	-
08/01/2024	-	98,278.47	98,278.47	(98,278.47)	-	-
02/01/2025	-	129,125.00	129,125.00	(129,125.00)	-	-
08/01/2025	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2026	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2026	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2027	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2027	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2028	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2028	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2029	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2029	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2030	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2030	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2031	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2031	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2032	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2032	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2033	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2033	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2034	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2034	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2035	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2035	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2036	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2036	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2037	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2037	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2038	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2038	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2039	-	129,125.00	129,125.00	-	135,581.25	271,162.50
08/01/2039	-	129,125.00	129,125.00	-	135,581.25	-
02/01/2040	935,000.00	129,125.00	1,064,125.00	-	1,117,331.25	1,252,912.50
08/01/2040	-	105,750.00	105,750.00	-	111,037.50	-
02/01/2041	980,000.00	105,750.00	1,085,750.00	-	1,140,037.50	1,251,075.00
08/01/2041	-	81,250.00	81,250.00	-	85,312.50	-
02/01/2042	1,030,000.00	81,250.00	1,111,250.00	-	1,166,812.50	1,252,125.00
08/01/2042	-	55,500.00	55,500.00	-	58,275.00	-
02/01/2043	1,085,000.00	55,500.00	1,140,500.00	-	1,197,525.00	1,255,800.00
08/01/2043	-	28,375.00	28,375.00	-	29,793.75	-
02/01/2044	1,135,000.00	28,375.00	1,163,375.00	-	1,221,543.75	1,251,337.50
Total	\$5,165,000.00	\$4,642,903.47	\$9,807,903.47	(227,403.47)	\$10,059,525.00	-

Date And Term Structure

Dated	3/14/2024
Delivery Date	3/14/2024
First Coupon Date	8/01/2024

File | O:\Albertville MN Files\Munex Files - MN\waconia isd\Waconia Scenarios.SF | Waconia 2024A Bonds 5MM 1 | 12/4/2023 | 12:05 PM

ISD No. 110 (Waconia)

\$10,320,000 - G.O. Facilities Maintenance Bonds, Series 2025A

Dated: February 1, 2025

Rates as of 12-1-23 + 100 bps

MN 105% Net Debt Service

Date	Principal	Interest	Total P+I	CIF	105% Debt Serv.	Fiscal Total
02/01/2025	-	-	-	-	-	-
08/01/2025	-	309,600.00	309,600.00	(15,000.00)	309,330.00	-
02/01/2026	-	309,600.00	309,600.00	-	325,080.00	634,410.00
08/01/2026	-	309,600.00	309,600.00	-	325,080.00	-
02/01/2027	30,000.00	309,600.00	339,600.00	-	356,580.00	681,660.00
08/01/2027	-	308,700.00	308,700.00	-	324,135.00	-
02/01/2028	55,000.00	308,700.00	363,700.00	-	381,885.00	706,020.00
08/01/2028	-	307,050.00	307,050.00	-	322,402.50	-
02/01/2029	355,000.00	307,050.00	662,050.00	-	695,152.50	1,017,555.00
08/01/2029	-	296,400.00	296,400.00	-	311,220.00	-
02/01/2030	380,000.00	296,400.00	676,400.00	-	710,220.00	1,021,440.00
08/01/2030	-	285,000.00	285,000.00	-	299,250.00	-
02/01/2031	515,000.00	285,000.00	800,000.00	-	840,000.00	1,139,250.00
08/01/2031	-	269,550.00	269,550.00	-	283,027.50	-
02/01/2032	550,000.00	269,550.00	819,550.00	-	860,527.50	1,143,555.00
08/01/2032	-	253,050.00	253,050.00	-	265,702.50	-
02/01/2033	580,000.00	253,050.00	833,050.00	-	874,702.50	1,140,405.00
08/01/2033	-	235,650.00	235,650.00	-	247,432.50	-
02/01/2034	615,000.00	235,650.00	850,650.00	-	893,182.50	1,140,615.00
08/01/2034	-	217,200.00	217,200.00	-	228,060.00	-
02/01/2035	650,000.00	217,200.00	867,200.00	-	910,560.00	1,138,620.00
08/01/2035	-	197,700.00	197,700.00	-	207,585.00	-
02/01/2036	835,000.00	197,700.00	1,032,700.00	-	1,084,335.00	1,291,920.00
08/01/2036	-	172,650.00	172,650.00	-	181,282.50	-
02/01/2037	640,000.00	172,650.00	812,650.00	-	853,282.50	1,034,565.00
08/01/2037	-	153,450.00	153,450.00	-	161,122.50	-
02/01/2038	920,000.00	153,450.00	1,073,450.00	-	1,127,122.50	1,288,245.00
08/01/2038	-	125,850.00	125,850.00	-	132,142.50	-
02/01/2039	975,000.00	125,850.00	1,100,850.00	-	1,155,892.50	1,288,035.00
08/01/2039	-	96,600.00	96,600.00	-	101,430.00	-
02/01/2040	570,000.00	96,600.00	666,600.00	-	699,930.00	801,360.00
08/01/2040	-	79,500.00	79,500.00	-	83,475.00	-
02/01/2041	605,000.00	79,500.00	684,500.00	-	718,725.00	802,200.00
08/01/2041	-	61,350.00	61,350.00	-	64,417.50	-
02/01/2042	640,000.00	61,350.00	701,350.00	-	736,417.50	800,835.00
08/01/2042	-	42,150.00	42,150.00	-	44,257.50	-
02/01/2043	680,000.00	42,150.00	722,150.00	-	758,257.50	802,515.00
08/01/2043	-	21,750.00	21,750.00	-	22,837.50	-
02/01/2044	725,000.00	21,750.00	746,750.00	-	784,087.50	806,925.00
Total	\$10,320,000.00	\$7,485,600.00	\$17,805,600.00	(15,000.00)	\$18,680,130.00	-

Date And Term Structure

Dated	2/01/2025
Delivery Date	2/01/2025
First Coupon Date	8/01/2025

8.B.1. Resolution Relating to \$16,750,000
General Obligation Facilities Maintenance Bonds,
Series 2024A; Stating Official Intent to Proceed
with and Authorizing the Issuance and Sale
Thereof and Providing for Credit Enhancement with
Respect Thereto (ROLL CALL VOTE)

CERTIFICATION OF MINUTES RELATING TO
\$16,750,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS,
SERIES 2024A AND SERIES 2025A

Issuer: Independent School District No. 110 (Waconia Public Schools), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on December 18, 2023 at 7:00 p.m. at Waconia City Hall.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO \$16,750,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2024A AND SERIES 2025A; STATING OFFICIAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 18th day of December, 2023.

School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO \$16,750,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2024A AND SERIES 2025A ; STATING OFFICIAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 110 (Waconia Public Schools), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION AND DISTRICT INDEBTEDNESS. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to borrow money by the issuance of its general obligation facilities maintenance bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue its General Obligation Facilities Maintenance Bonds in an aggregate principal amount not to exceed \$16,750,000 (the Bonds), in two series, Series 2024A (in an approximate principal amount of \$5,400,000) and Series 2025A (in an approximate principal amount of \$11,350,000), pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, to finance indoor air quality projects at various District facilities (collectively, the Projects), as described in the District’s ten-year facility plan for Fiscal Year 2025 (the Facility Plan) hereby approved by this Board. Pursuant to the provisions of Minnesota Statutes, Section 123B.595, subdivision 5 it is hereby determined that the total amount of District indebtedness as of December 1, 2023 is \$101,941,000.

SECTION 2. APPROVAL BY COMMISSIONER OF EDUCATION OF THE STATE OF MINNESOTA. The Facility Plan will be submitted for approval by the Commissioner of Education of the State of Minnesota as required by Minnesota Statutes, Section 123B.595, subdivision 5 and such approval will be received prior to the date on which the Bonds will be issued.

SECTION 3. NOTICE PUBLICATION. The Clerk is authorized and directed to cause notice of the intended Projects, the amount of the Bonds to be issued, and the total amount of the District’s indebtedness to be published in a legal newspaper of general circulation in the District.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

8.B.2. Resolution Relating to Proposed Property
Tax Abatement for Parking Lot Construction
Projects; Calling Public Hearing (ROLL CALL VOTE)

CERTIFICATION OF MINUTES RELATING TO PROPOSED PROPERTY TAX
ABATEMENT FOR PARKING LOT CONSTRUCTION PROJECTS

School District: Independent School District No. 110 (Waconia Public Schools), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on December 18, 2023 at
7:00 p.m. at Waconia City Hall.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR
PARKING LOT CONSTRUCTION PROJECTS; CALLING PUBLIC HEARING

I, the undersigned, being the duly qualified and acting recording officer of the public corporation proposing the abatement referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said proposed abatement; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on this 18th day of December,
2023.

School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT CONSTRUCTION PROJECTS; CALLING PUBLIC HEARING

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 110 (Waconia Public Schools), Minnesota (the District), as follows:

1. Proposed Property Tax Abatement.

The District, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended, is authorized to grant an abatement of the property taxes imposed by the District on all properties within the District boundaries (collectively, the Property), if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement. It has been proposed that the District undertake parking lot construction projects at various District facilities, which will enable District residents to continue to conveniently and safely access these District facilities, and benefiting the Property (the Improvements). In order to finance the Improvements, it has been proposed that the Board grant a property tax abatement on the Property in an amount not to exceed \$1,550,000 over fourteen (14) years (the Proposed Property Tax Abatement), and that this Board hold a public hearing on the Proposed Property Tax Abatement as required by Minnesota Statutes, Section 469.1813, subdivision 5.

2. Public Hearing.

A public hearing is hereby scheduled to be held on the Proposed Property Tax Abatement on Monday, January 29, 2024 at 7:00 p.m. at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota. The School District Clerk is hereby authorized and directed to cause notice of such public hearing in substantially the form of Exhibit A hereto to be published in the official newspaper of the District more than ten (10) days but less than thirty (30) days prior to the date of the hearing.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF PUBLIC HEARING ON CONSIDERATION AND APPROVAL OF PROPERTY TAX ABATEMENT

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 110 (Waconia Public Schools), Minnesota (the District) will hold a public hearing on Monday, January 29, 2024 at 7:00 p.m. at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota to consider granting an abatement of the property taxes imposed by the District (the Proposed Property Tax Abatement) on all properties within the District boundaries.

The purpose of granting the Proposed Property Tax Abatement is to provide funds to finance parking lot construction projects at various District facilities which will enable District residents to continue to conveniently and safely access these District facilities. The total estimated amount of the Proposed Property Tax Abatement by the District is \$1,550,000 over fourteen (14) years.

All who wish to be heard as to the Proposed Property Tax Abatement will be given an opportunity to express their views at the time of the public hearing or may file written comments with the Superintendent prior to the public hearing.

8.C. Annual Resolution Designating Combined Polling
Places (ROLL CALL VOTE)

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 110 (Waconia Public Schools), State of Minnesota, was held in said school district on December 18, 2023 at seven o'clock p.m.

The following members were present:

The following members were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 110, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.
2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated for use as a polling place by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election in the calendar year following the adoption of this resolution:

Combined Polling Place	Serves All Territory in ISD 110 Located in:
New Germany City Hall 300 Broadway St E New Germany, MN 55367	City of New Germany; Hollywood Township and Camden Township; Carver County, Minnesota.
Waconia Ice Arena 1250 Oak Ave Waconia, MN 55387	City of Waconia; City of Victoria; Hancock, Benton, Dahlgren, Waconia, Laketown, Watertown, and San Francisco Townships; Carver County, Minnesota.
St. Bonifacius City Hall 8535 Kennedy Memorial Dr St. Bonifacius, MN 55375	City of St. Bonifacius; Carver County, and the City of Minnetrista, Hennepin County, Minnesota.

The motion for the adoption of the foregoing resolution was duly seconded by _____.

On a roll call vote, the following voted in favor:

And the following voted against:

Where upon said resolution was declared duly passed and adopted.

8.D. Second Read Board Policies

8.D.1. 902 Facility Use

Presenter: Steven
Jensen, Director of
Community Education

902 FACILITY USE POLICY

I. PHILOSOPHY

ISD 110 Waconia Public Schools (Serving the communities of Minnetrista, New Germany, St. Bonifacius, Victoria, and Waconia) believes that the public schools are owned and operated by and for community residents. The schools are an integral part of the community. The School Board welcomes and encourages the public use of the school facilities. This policy is in effect until any revision is ratified by the board of education.

Authorization for use of school facilities shall not be considered as an endorsement or approval of the activity, group or organization, nor the purposes they may represent. The right to authorize use of school facilities shall be retained by the School Board through the Director of Community Education.

II. REGULATION A: ADMINISTRATIVE RESPONSIBILITY

- A. Administrators shall be responsible for providing information to the Community Education office on K-12 activities scheduled in their building after regular school hours 7:00 a.m. - 3:00 p.m. Major activities for the upcoming year should generally be scheduled by June 30; Additional school activities remaining to be scheduled during the year are to be scheduled at least 10 days prior to the event in the Community Education office.
- B. The Community Education office shall be responsible for scheduling the use of school facilities outside the regular school day.
- C. The Community Education office shall keep a master calendar of all activities held in the schools and e-mail a weekly schedule of activities to each building administrator, maintenance operations coordinator and other appropriate staff. **provide public access to view the facility calendar.**

III. REGULATION B: VISITORS AND GUESTS

All visitors must report to the building office during school hours for building passes. District personnel have the authority to remove an unwelcome guest from school grounds. All visitors and guests after school hours will be monitored by either school authorities, or the responsible representative using/renting school facilities. School authorities may contact law enforcement if an unwelcome guest is unwilling to leave school grounds.

IV. REGULATION C: APPLICATION AND USAGE PROCEDURE

- A. Facility User groups or individuals interested in using district facilities are required to

obtain prior approval. Request forms are available online at www.waconiacommunityed.org or by contacting the district facility scheduler at (952) 442-0610.

Forms can be submitted through:

1. Mail to: Community Education, 516 Industrial Blvd, Waconia, MN 55387.
2. Fax to: (952) 442-0619
3. Drop off at the Community Education office
4. Submit online

- B. An application for the use of facilities shall be completed before using the space. There is a \$5 non-refundable facility reservation fee. One application may be used for a series of meetings or practices. Applications will be processed on a first-come first-served basis according to the priority schedule stated in Regulation D.
- C. Every application for the use of a school district facility shall state the general nature and purpose of the meeting. The application must be signed by an authorized adult representative (18 years or older) of the group applying for the use and must list the person(s) responsible. All groups must be supervised by responsible adults.
- ~~D. There is a \$5 reservation fee that will be charged to each applicant.~~
- D. Permission for using the facility will not be granted for any meeting which, in the judgment of the School District, conflict(s) with the District's belief and mission, or for which satisfactory sponsorship or adequate adult supervision is not provided. Facilities shall be used strictly for purposes for which the space was designed.
- E. All facility rental fees are due after the event takes place. The Community Education office will bill the user after the event for fees; i.e. custodial, cooks, refuse and building supervisors, etc. There are exceptions to this. If renting the Performing Arts Center, fees may be required upfront depending on the event.
- F. The Community Education office will arrange for custodial service, food service, auditorium manager supervision if required, and an appropriate building supervisor may be necessary. If and when the additional services are needed, and/or the nature of the activity indicates such staffing fees will be assessed. (See Regulation H G for a detailed description) Fees will be assessed after the event. Qualified food service personnel as determined by the District will be staffed if the request includes use of a kitchen. Staffing costs are the responsibility of the user. All groups and organizations using school facilities must have authorized building supervisory personnel on duty, approved by the Director of Community Education.

- G. Requests for the use of school district equipment (recreation, audio visual etc.) must be included on the application. Some equipment is not available to the public, and no district equipment can be taken from the premises.
- H. Application for school facilities shall constitute acceptance by the applicant of the responsibilities stated and willingness to comply with all rules and regulations regarding the use of school facilities as prescribed by the School District. See Regulation ~~I~~ **H**, Rules for Buildings and Grounds.

V. REGULATION D: CATEGORIES AND PRIORITY FOR USE OF FACILITIES

A. Group 1

In all cases, District 110 activities **School sponsored events and activities, including community education programming,** shall have scheduling priority. School District sponsored activities shall not be assessed rental fees. Group I activities requiring special custodial services or building supervisor services after hours shall be charged for these services, if occurring on weekends and non-school times.

Booster Clubs Defined:

The District 110 Foundation and recognized Booster Clubs (e.g. Music and Wildcat) providing support to District 110 programs will be able to use district facilities (for meetings and activities meeting broad student needs) under Group 1.

A recognized Booster Club:

1. Exists solely for the purpose of supporting/promoting District 110 programs.
2. Has a mission statement and written constitution
3. Has clear financial standards and accounting procedures
4. Has met the requirements to be a 501C-3
5. Works to enrich student lives through a strong and recognizable commitment to the Mission and Vision statements of District 110.

B. Group 2

Second priority will go to local youth, adults, government, service groups and charitable organizations, non-school youth groups, local AAU teams, scouts, 4-H, precinct caucuses and elections etc., local religious organizations for worship or instruction, local private agencies, local companies, local political groups. (Local refers to, in the school district boundaries) If the function is held during

normal custodial hours, there will only be a custodial fee assessed if cleaning services required go beyond the normal routine. If the function is after normal custodial hours or is held on weekends or holidays, there will be a one and a half-time custodial fee billed to the user. This includes kitchen help if the kitchen is requested, and a building supervisor or administrator. All Group 2 users will be assessed appropriate charges per each use. See rental fee sheet for rates.

C. Group 3

Third priority will go commercial business groups that serve a regional, state or national clientele, and vendors (based outside District 110). Non local political and non-local religious groups, out of District 110 youth or adult teams/individuals. All Group 3 users will be assessed appropriate charges per each use. See rental fee sheet for rates.

D. Other Users

1. The use of school facilities by District 110 staff for private tutoring, either music, athletic, or academic, shall be allowed if the following criteria are met:
 - a. The tutoring is approved by the appropriate building principal.
 - b. The tutoring takes place during normal school/custodian hours.
 - c. A seasonal fee is paid, per ISD 110 staff member, per year.

* Occasionally, non-school scheduled activities may conflict with a school program. If a conflict occurs, every effort will be made to find an alternate facility for the non-school group.

VI. REGULATION E: BUILDING HOURS

District 110 Buildings are open ~~during school days~~ **Weekdays** from 6:00 a.m. to 10:30 p.m. ~~The hours for non school week days are 6:00 a.m. to 3:30 p.m.~~

Groups considering an activity in District 110 buildings beyond these previously mentioned times, must receive approval from the Community Education Office. **Weekend reservations may include a custodial fee.**

REGULATION F: Categories/Fees Structures:

~~The District fee structure will be looked at yearly by the Administrative team. At that time fees will be adjusted according to the input from the Admin team. Administration has discretion to change fee structure during the year. See Regulation D and Board approved Rental Fee sheet for fees and group descriptions.~~

Other Users:

~~a. The use of school facilities by District 110 staff for private tutoring, either music, athletic, or academic, shall be allowed if the following criteria are met:~~

- ~~1. The tutoring is approved by the appropriate building principal.~~
- ~~2. The tutoring takes place during normal school/custodian hours.~~
- ~~3. A \$20.00 permit fee is paid, per teacher per year.~~

VII. REGULATION **G F**: FEE AMOUNTS

~~The school board annually establishes the District 110 facility use fees.~~ **The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial and supervisory service if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.**

VIII. REGULATION **H G**: SUPERVISION

- A. All groups and organizations using school facilities must have their own authorized supervisor on duty, approved by the Director of Community Education or Building Principal.
- B. Adult supervision is required at all activities. The group's authorized supervisor must be in attendance at all times to accept responsibility for the conduct of the group, care of the building and equipment.
- C. Authorized School District personnel must be present at all times to supervise the building during any use outside of the normal school day.
- D. Groups or organizations using district 110 facilities shall assume the cost of supervision for the use of the school during hours after the designated duty hours as set by the Community Education Director.
- E. Supervision by law enforcement may be required for some activities by the Director of Community Education. Costs associated with police coverage shall be paid by the group.
- F. Certain events must also pay for a district administrator or designee to assist with building supervision. This determination will be made by the Community Education Director, and the additional fee is the responsibility of the user group. The decision to add a district supervisor(s), is dependent upon the type of activity, number of participants, square footage requested and/or type of rooms/area requested. The role of the Administrator or his/her designee, for your event is to:
 1. Meet and greet the user.

2. Make sure all areas are ready to handle your needs.
 3. Ensure a safe traffic flow.
 4. Handle or direct staff in regards to emergencies that may arise.
- G. Certain building use may warrant a custodian and in addition a **site designee** to the ~~Auditorium Manager~~ pending a decision by the Community Education Director. The role of the custodian for your event is to:
1. Open and close the building/ rooms of use.
 2. Troubleshooting throughout the day.
 3. Building security and cleanliness during your use.
 4. Auto/scrub/vacuum/sweep the floors at the end of your use.
 5. Clean and restock restrooms.
 6. Set up and take down chairs/tables.
 7. Remove all refuse.

~~The Auditorium Manager's role is to see to all of the needs in regards to the Performing Arts Center and the Auditorium. In regards to lighting, use of the sound boards and microphones. Along with anything else that the group might need in regards to technology or stage enhancements.~~

IX. REGULATION I H: RULES FOR BUILDINGS AND GROUNDS

- A. The following rules must be observed in the use of school facilities, and the group leader will be held responsible for compliance.
- B. All groups or organizations, that are not School District 110 based, must provide Proof of Liability Insurance to use District facilities. This may be in the form of a "blanket" policy or of a certificate for one-time events. The Certificate of Liability must be on file in the Community Education office prior to the event.
 1. The applicant and/or organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless School District 110 from any liability and/or expense occurring as a result of the use of the school facilities. The Board of Education requires the applicant and/or organization to

furnish a Certificate of Liability Insurance in the amount of \$1,000,000/occurrence and \$3,000,000/aggregate which names District 110 as an additional insured.

2. Certificates of Liability Insurance are required for large groups, groups serving food, athletic events not sponsored by District 110 and any other event for which the district or its agent deem it necessary.
 3. The individual names on the permit, and the group in whose name the permit is issued, are jointly required to assume full responsibility for personal injury to any participants or spectators.
- C. The applicant must exercise the utmost care in the use of school premises and agree to protect, indemnify and hold harmless Independent School District 110 and its officers and employees from any and all claims, liabilities, damages or rights of action, directly or indirectly, growing out of the use of the premises covered by the permit.
- D. Any loss, breakage or need of repairs of facilities or equipment must be reported to the Community Education office immediately by the leader in charge of the scheduled activity. If damage is not reported, it may result in revocation of future building usage. Any loss, breakage, or damage to facilities or equipment is the responsibility of the contracting organization, as determined by the School District.
- E. Facility Use reservations are non-transferable.
- F. All activities must be under adult supervision by the organization using the facilities. Members of this group should not begin their activity until the group authorized supervisor is present.
- G. Gambling and the use of tobacco in any form is prohibited in school district facilities.
- H. Possession or consumption of intoxicating beverages or illegal drugs in any form in or on school premises is prohibited.
- I. Disorderly conduct is prohibited and punishable by removal from school buildings or grounds and involvement of law enforcement.
- J. Food and drink in appropriate areas only. Each group is responsible for cleaning up the area used prior to leaving. There is no eating or drinking in either the Auditorium or the Performing Arts Center.
- K. Building must be vacated by the time indicated on the user's facility use application. Additional charges may be otherwise assessed.
- L. Rooms and areas used must be left as you found it. Put all furniture and equipment back

where you found it.

- M. The Community Education Director is authorized to act in any case not covered by the rules and regulations of this policy.
- N. The Community Education Director may cancel a permit effective immediately if, in his or her judgment, continuation would be potentially harmful and/or dangerous or that the program and/or participants' actions are not of a moral standard.
- O. The school district assumes no liability or responsibility for non-district equipment, owned or leased by the permit holder, which is used or stored on District property.
- P. Groups using school facilities need to follow school district recycling procedures.
- Q. School district policy prohibits all forms of sexual, racial or religious harassment and violence. This school district policy applies to anyone using school facilities. Individuals who believe they have been the victim of sexual, racial or religious harassment or violence on school premises should report the alleged acts immediately to the Human Rights Officer of their organization or to the Director of Community Education. A complete copy of the school district's policy is available in the District Office or in the Community Education office.
- R. Groups having special needs, such as extra-electrical, generators, dry-ice, or re-configuration of standard District 110 equipment and facilities may be required to seek prior plan approval from the Director of Community Education. Subsequent approval may also be required from the: Local Fire Inspector, Building Inspector, Health Inspector, etc. Any and all expenses incurred through these approvals and licenses are all to be paid by the facility user group(s).

X. REGULATION J I: LEASES

- A. The school district may lease facilities to organizations that are nonprofit and provide a general service to the majority of the residents of the school district.
- B. All leases should be for a period not to exceed one year.
- C. Leases generally involve physical facilities that are not otherwise used and/or needed by the school district.
- D. All leases shall be coordinated through Community Education and approved by the School Board.
- E. The lease shall be defined as a written agreement between the school district and another

party for the purpose of exclusive use of school facilities and/or land for a specified period of time.

- F. Long-Term User: Groups renting District 110 facilities on a long-term basis will be given a 33% break in their facility use rental fees. This discount does not apply to personnel: custodial fees, building supervisor fees, kitchen staff. * Long-term user refers to those groups renting facilities for twelve months (or more) continuously from July through June, or any twelve month period.

XI. REGULATION K J: STUDENTS – EQUAL ACCESS TO FACILITIES

Secondary school students (grades 9-12) may hold meetings in school facilities during non-instructional time for non-curriculum-related purposes which are not sponsored by the school upon prior notice to the building principal. Such meetings shall be subject to the following:

- A. The meeting must be voluntary and student-initiated.
- B. The meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school.
- C. The meeting must not require the expenditure of public funds beyond the incidental cost of providing the space for the meeting.
- D. Non-school persons may not direct, conduct, control or regularly attend activities of student groups.
- E. School employees or agents shall not stay in or be present at such meetings except for custodial purposes, to maintain order and discipline, or to assure that the attendance of students at meetings is voluntary.
- F. The Principal or Principal's designee shall be notified in writing 48 hours in advance of the meeting by the student who is initiating the meeting.
- G. The Principal may assign a specific space to be used for the meeting and may designate a member of the school staff to be present at such meetings for the purposes set forth in ~~#6~~ **item F** above.
- H. The Principal or designee shall notify the Community Education Office of space assigned.
- I. Appropriate notices of such meetings may be posted in places designated by the Principal

for student notices.

- J. Meetings shall not begin prior to one hour before the instructional day nor continue more than two hours beyond the instructional day.

XII. REGULATION ~~L~~ K: PUBLICITY

When any organization is granted use of a school facility, and when publicity of the meeting is disseminated by press, radio, leaflets, or other means, the organization or association must, at all times, fully identify itself, the person who is the official organizational representative and contact information in/on all such publicity.

XIII. REGULATION ~~M~~ L: PUBLIC FACILITIES AVAILABLE FOR ELECTIONS

District 110 facilities are available for the holding of city, county, school district, state and federal elections subject to the approval of local election official(s). Facilities designated for the election are up to the Superintendent or his/her designated representative.

A charge for the use of the facilities may be imposed by law. The fee cannot exceed the lowest amount charged to any user group.

XIV. REGULATION ~~N~~ M: CANCELLATION OF FACILITY RESERVATIONS

- A. The applicant shall notify the Community Education Office of any cancellation of previously scheduled facilities at least twenty-four (24) hours prior to the scheduled use. In case of failure to do so, the District may invoice for expenses incurred in preparation for use of the facility requested.
- B. An approved reservation shall not be considered by the applicant as a lease, and the school district reserves the right to cancel or revoke any reservation at any time with or without cause. In the event of such cancellation or revocation, there shall be no claim or right by the use to damages or compensation.
- C. Facility reservation may be canceled by the school district for any of the following reasons:
 - 1. Inadequate group supervision as determined by the authorized building supervisory personnel or Community Education Director.
 - 2. Misuse of equipment or facilities.
 - 3. Group conduct of an inappropriate or unacceptable nature as determined by the authorized building supervisor or the Community Education Director.

4. The Community Education Director may cancel a reservation effective immediately if, in his or her judgment, continuation would be potentially harmful and/or dangerous or that the program and/or participants' actions are not of a moral standard.
5. When school is canceled or closes early due to inclement weather or physical problems, all after school and evening youth activities will be canceled. Adult evening activities may or may not be canceled, pending a decision by the Community Education Director.

XV. WACONIA PERFORMING ARTS CENTER

In addition to procedures that apply to use of all District 110 facilities, the following apply to the use of the Waconia Performing Arts Center.

A. Scheduling

Community Education is responsible for scheduling the Performing Arts Center after school hours and on weekends.

B. Fees

1. The application process outlined in Policy 902 must be followed for PAC usage.
2. A damage deposit of \$200 will be required for groups using the PAC. An additional \$200 deposit may be required if technical equipment or musical equipment instruments are used. A separate check should be submitted for the deposit. The deposit check will be held until after the final performance. If damage to the facility, equipment, or instruments exceeds the deposit, the user group will be billed for the balance of the cost.
3. When renting the Performing Arts Center. There will be some fees that are due up front at the time of the reservations.

C. Staff Required for Use of PAC

1. A custodian and/or approved building supervisor or Auditorium manager must be available in the building whenever the PAC is used.
2. Whenever technical light, sound or fly systems are to be used, the systems will be operated only by technicians hired and trained by District 110 or by the Auditorium manager. User groups will be billed by Community Education for the technician time on an hourly basis.

D. Event Management

Event Management includes but is not limited to: event supervision, parking, ticket sellers, and takers, ushers, some set-up arrangements, general clean up (post event), etc. In general, event management will be the responsibility of the user group with approval from the Auditorium Manager. In some instances, the district may elect to provide event management and appropriate fees will be assessed.

- E. General Reservation Holder Responsibilities
 - 1. The reservation holder is solely responsible for arranging for and paying for all performance rights, licensing fees and other applicable fees associated with their production.
 - 2. The reservation holder must enforce any restrictions on recording, broadcasting, televising, or photographing their production as outlined in relevant contractual agreements. The reservation holder must inform the audience and the school district of such restrictions.

XVI. PAC BACKSTAGE FACILITIES AND EQUIPMENT/INSTRUMENT USE

- A. ~~Male and female~~ Dressing rooms and the make-up room are available for use by performers. The props/costumes and scene storage rooms are available for the school district use only.
- B. Groups preparing for a play or musical performance may leave sets, props, and costumes overnight for a period of up to 2 weeks prior to the scheduled performance or as determined by the auditorium manager. The District does not provide permanent storage to user groups. At the end of each rehearsal, all items left behind must be put into a designated area, as there may be other users in between scheduled rehearsals and performances. The stage must be struck within one day of the final performance. Anything left behind will be disposed of by the District at the users group expense. The District is not responsible for theft or damage to items left in the facility.
- C. User groups will be responsible for properly disposing of unused paint and other substances or disposal cost will be deducted from the damage deposit. Only non-toxic materials may be used.
- D. The District regularly tunes the piano in the PAC. There may be an extra charge to the group if an additional tuning is requested.
- E. The band room is available for use if needed to accommodate performers for an event. Standard usage of the band room includes chairs and the music stands only. The band room must be put back exactly as it is found.
- F. The music commons area and the practice rooms are not available for use.

- G. District owned instruments (percussion, etc.) are available only by special arrangement and a fee will be assessed for their usage.

XVII. RULES

- A. No food or beverages are allowed in the PAC or sound/lighting area. Plain, non-carbonated water is allowed on stage and back stage only.
- B. No candy or gum is allowed anywhere in the PAC.
- C. No adhesive tape may be placed on the carpet, walls, or curtains in the PAC. Approved gaffers, tape and spike tape.
- D. Posters and other signage for events in the PAC may be hung only in designated areas after obtaining approval from the district.

Policy adopted: November 2004

Policy revised: September 2017

Independent School District No. 110
Waconia, MN

Facility Use Rental Fees 2019-2020 2023-2024
ISD 110 Community Education & Recreation

Southview Facility	Group 1	Group 2		Group 3	
		Hourly / Full Day	Hourly / Full Day	Hourly / Full Day	Hourly / Full Day
Gym, Small	School/ CE are Group 1 users	\$10	\$35	\$15	\$50
Gym, Large		15 \$20	\$75	15 \$25	\$100
Kitchen *		\$20	\$35	\$25	\$50
Computer Lab *		\$20	\$35	\$25	\$35
Media Center		40 \$15	\$20	\$20	\$30
Commons		5 \$20	\$10	\$15	\$20
Classroom		5 \$10	\$10	\$15	\$30

Bayview Facility	Group 1	Group 2		Group 3	
		Hourly / Full Day	Hourly / Full Day	Hourly / Full Day	Hourly / Full Day
Gym	School/ CE are Group 1 users	\$20	\$100	\$25	\$125
Cafeteria/Flex		\$20	\$75	\$25	\$100
Kitchen *		\$20	\$35	\$25	\$50
Computer Lab *		\$20	\$35	\$25	\$35
Media Center		\$15	\$50	\$25	\$100
Classroom		5 \$10	\$10	\$15	\$30
Choir Room		\$15	\$20	\$15	\$25
Football Field		\$75	\$75	\$125	\$125
Track		\$10	\$20	\$20	\$40
Commons		5 \$20	\$10	\$15	\$20
Football Press Box		\$10	\$20	\$15	\$25

Laketown Facility	Group 1	Group 2		Group 3	
		Hourly / Full Day	Hourly / Full Day	Hourly / Full Day	Hourly / Full Day
Choir Room	School/ CE are Group 1 users	\$15	\$20	\$15	\$50
Gym		\$20	\$100	15 \$25	\$100
Kitchen *		\$20	\$35	\$25	\$50
Computer Lab *		\$20	\$35	\$25	\$35
Media Center		\$15	\$50	20 \$25	\$30
Commons		5 \$20	\$10	15 \$25	\$20
Classroom		5 \$10	\$10	\$15	\$30

Waconia Middle School Facility	Group 1	Group 2		Group 3	
		Hourly / Full Day	Hourly / Full Day	Hourly / Full Day	Hourly / Full Day
Main Gym 1 Court	School/ CE are Group 1 users	15 \$20	\$100	15 \$25	\$125
Main Gym 2 Courts		30 \$40	\$125	30 \$50	\$150
Main Gym 3 Courts		40 \$60	\$150	40 \$75	\$200
Auditorium		\$25	\$100	35 \$40	\$150
Commons		25 \$30	\$75	\$35	\$125
Kitchen		\$20	\$35	\$25	\$50
Computer Lab*		\$20	\$35	\$25	\$35
Media Center		\$15	\$50	\$25	\$100
Choir Room		\$15	\$20	15 \$25	\$25
Classroom		5 \$10	\$10	\$15	\$30
Band Room		\$15	\$20	15 \$25	\$25
Group Space D110		\$15	\$50	\$25	\$100
Conference Room		\$15	\$20	\$20	\$25
Weight Room		20 \$25	\$60	25 \$30	\$70
Wrestling Room		\$15	\$40	\$25	\$75

Waconia High School Facility	Group 1	Group 2		Group 3	
		Hourly / Full Day	Hourly / Full Day	Hourly / Full Day	Hourly / Full Day
Main Gym 1 Court	School/ CE are Group 1 users	15 \$20	\$100	15 \$25	\$125
Main Gym 2 Courts		30 \$40	\$125	30 \$50	\$150
Main Gym 3 Courts		40 \$60	\$200	40 \$75	\$250
Field House 1 Court		15 \$20	\$100	15 \$25	\$125
Field House 2 Courts		30 \$40	\$125	30 \$50	\$150
Field House 3 Courts		40 \$60	\$200	40 \$75	\$250
Field House 4 Courts		50 \$80	\$250	50 \$100	\$300
Band Room		\$15	\$20	15 \$25	\$25
Gymnastics Room		15 \$20	\$100	15 \$30	\$125
Commons		\$25	\$75	\$35	\$125
Kitchen*		20 \$30	\$35	25 \$35	\$50
Computer Lab*		\$20	\$35	\$25	\$35
Locker Room		\$15	\$25	\$25	\$35
Dressing Room		\$50	\$100	\$75	\$125
Media Center		\$15	\$50	\$25	\$100
Choir Room		\$15	\$20	15 \$25	\$25
Classroom	5 \$10	\$10	\$15	\$30	
Wrestling Room	\$15	\$40	\$25	\$75	

Waconia High School Facility	Group 1	Group 2		Group 3	
		Hourly / Full Day	Hourly / Full Day	Hourly / Full Day	Hourly / Full Day
Performing Arts Center**					
1. Meetings/Rehearsals		\$50	\$200 \$300.	\$100	300 \$500.
2. Performances		\$100	300 \$500.	\$200	400 \$800.

Equipment Fees									
Studio Piano per use	School/ CE are Group 1 users	\$50***		\$50					
Sound Board per use		\$50*		\$50					
Stage Lighting System		\$50*		\$50					
Microphone per use		\$10		\$10					
Choir/Band Risers per section			\$25*		\$25*				
Projector		\$25	\$50	\$50	100 \$75.				
Clear Com		\$10 each	\$10 each	\$20 each	\$20 each				

* Fees do not include custodian time or Auditorium technician time for set up
 ** Standard PAC rental includes: (2) microphones, (2) 25 foot cords, and (2) microphone stands.
 *** Piano tuning is done in October and April. If you want additional tuning, groups would cover that cost.

Associated Equipment and Operational Fees Are Charged as Follows

ITEM	DESCRIPTION	FEE	
Equipment/Fields			
	Waconia Middle Portable Stage - Full Stage	\$100.00	
	Waconia Middle School Portable Stage - Half Stage	\$50.00	
	<i>(No outside building rental is permitted of the portable stage. If rented by any group, the WHS custodians must assemble. Your group will be billed for the custodial time.)</i>		
	Waconia Middle School Gym Floor Tarp - Per Section	\$25.00	
	<i>(If rented by any group, the WHS custodians must place for you. Your group will be billed for the custodial time. Chamber of Commerce is exempt of all fees associated with the gym floor tarps)</i>		
	Risers or Band Shells	\$25.00	
	<i>(If rented by any group, the building custodians must assemble for you. Your group will be billed for the actual custodial time.)</i>		
	Scoreboard Use (Per board)	\$25.00	
	Sound System Use	\$25.00	
	Spot Lights (2)	\$25.00	
	LCD Projector per use	\$25.00	
	Bleachers:		
	BV - \$25 per day		
	WHS \$25 per side, per day		
	WMS \$25 per side, per day		
	Portable Bleachers (WMS) - Per section	\$15.00	
	Grand Piano @ WHS	\$50.00	
	Standard Upright Piano	\$30.00	
	Field Lights (Group 2)	\$50.00	
	Field Lights (Group 3 & 4)	\$100.00	
	Tennis Courts (Individual per court)	\$10. per hour	
	Tennis Courts (Whole Complex per day)	\$150. per day	
	Turf Field Use; Per Field	\$175. per hour	
	Sand Peet Field Use; Per Field	\$50. per hour	
	Grass Field Use; Per Field	\$25. per hour	
All Buildings	* Denotes that either Kitchen Staff or Auditorium Technical manager must supervise the rental of this space. This cost is paid for by the renter of the facility. ** Standard WHS auditorium rental includes: (2) microphones, (2) 25 foot cords, and (2) microphone stands. Anything additional requires an additional fee. *** Full day means 5 hours or more		
Operational Fees			
	ISD 110 Staff Tutors	\$20.00	
	Scheduling Fee (Per use, or a series of meetings, or a series of practices per team)	\$5. \$25. \$50 \$75.	
	Team Fee for practices for outside groups (WBA & JO, WWA)	per team	
	Utility Fees	\$15.00	
	Weekend Refuse Fee*	\$25. or \$200.	
	<i>(* If an event is likely to generate extra refuse/recycling, an additional fee may be added. The determining criteria are the number of people, length of event, type of event. This determination will be made by the Community Education Director.)</i>		
	Administrator on duty per Regulation G H & H I #8	\$32. \$35. per hour	
	Kitchen Staff - Time and a half - 2017-2018	\$35. per hour	Holiday Rate - \$45. per hour
	Custodial Staff - Time and a half - 2017-2018	\$40. \$45. per hour	Holiday Rate - \$50. per hour
	Auditorium Manager - Time and a half 2017-2018	\$40. per hour	Holiday Rate - \$50. per hour
	<i>* If an event is likely to generate extra refuse/recycling, an additional fee may be added. The determining criteria are the number of people, length of event, type of event. This determination will be made by the Community Education Director.</i>		
Cancellation Policy	In the event a cancellation by the user group is made:		

	1. If the cancellation is made to Community Education with 10 or more days notice there will be a full refund, minus an administrative fee of either 25% or \$40 whichever is less.		
	2. If a cancellation is made 5 to 9 days from the date of the event, either 50% or \$60 whichever is less, will be withheld from the deposit and the balance will be refunded.		
	3. If a cancellation is made with 4 days or less notice from the date of the event, there will be no refunds on any advance payments.		
	WILL BE CHARGED THE FEES LISTED ON THE PERMIT. EXCESSIVE CHANGES MAY ALSO RESULT IN ADDITIONAL FEES.		
Long Term User:			
	Groups renting District #110 facilities on a long term basis will be given a 33% break in their facility use rental fees. This		
	* Long term user refers to those groups renting facilities for 12 months (or more) continuously from July through June, or		

8.D.2. 416 Drug and Alcohol Testing

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

416 DRUG, ~~AND~~ ALCOHOL, **AND CANNABIS** TESTING

*[Note: Drug, ~~and~~ alcohol, **and cannabis** testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. **Drug and alcohol** ~~Testing~~ of other employees or **drug and alcohol** testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions, such as the provisions of Part IV. of this policy are adopted. **Cannabis testing of school employees and school bus drivers shall conform to federal and Minnesota law.** To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo **cannabis testing or drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]***

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, ~~and~~ alcohol, **and cannabis** use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, ~~and~~ alcohol, **and cannabis** use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, ~~and~~ alcohol, **and cannabis** testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing **and cannabis testing** in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing **and cannabis testing** in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing **and cannabis testing** in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been

prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol **or cannabis** is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol **or cannabis** is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. **The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:**
 - 1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
 - 2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
 - 3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by section 181.952; or
 - 4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who

test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. “Actual Knowledge” means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee’s use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee’s admission, except when made in connection with a qualified employee self-admission program.
2. “Alcohol Screening Device” (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle ~~which~~ **that** is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Direct Observation” means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified,

and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
13. “Safety-Sensitive Functions” are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. “Screening Test Technician” (STT) means anyone who instructs and assists

individuals in the alcohol testing process and operates an ASD.

15. “Stand Down” means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive, an adulterated, or a substituted test before the MRO completes the verification process.
16. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: Federal regulations require that school districts provide materials to bus drivers explaining the school district’s policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be

provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by the federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or

edible cannabinoid product.

H. Testing Requirements

[Note: School district must utilize the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.]

1. Pre-Employment Testing

[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant’s alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant’s successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: The federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver’s written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations

section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following and accident in violation of federal law. The applicant just give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of query.

2. Post-Accident Testing

[Note: 49 Code of Federal Regulations section 382.303 governs post-accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for

testing, or shall be considered to have refused to submit to the test.

- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering

random tests shall be spread reasonably throughout the calendar year.

- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d), and

40.305 govern return-to-duty testing.]

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[Note: 49 Code of Federal Regulations sections 382.311, 40.307, and 40.309 govern follow-up testing.]

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261, and 382.211. They are more specifically addressed in 49 Code of Federal Regulations section 382.501-382.507 and in 49 United States Code section 521(b).]

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 *United States Code section 521(b)*. In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including

dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225]

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD.

EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes 221.031, Subdivision 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district’s legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee’s own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

- b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
- c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [*name, address, telephone number*], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statute Chapter 13. Any information concerning the individual’s test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

- 1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 Code of Federal Regulations sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver’s license as part of its Alcohol & Drugs: DOT Compliance Manual.]

- 2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of

training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes, 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulation, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulation. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and the confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such

positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. “Cannabis testing” means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. “Confirmatory test” and “confirmatory retest” mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. “Drug” means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. “Drug and alcohol testing,” “drug or alcohol testing,” and “drug or alcohol test” do not include cannabis or cannabis testing, unless stated otherwise.
5. “Employee” means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. “Initial screening test” means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s

license are governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.).

8. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
9. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
10. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.
11. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
12. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing **or cannabis testing**, unless the testing is done pursuant to this ~~drug and alcohol testing~~ policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing **or cannabis testing** on an

arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.
- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Random Testing

The school district may request or require employees to undergo **cannabis testing or** drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

5. Reasonable Suspicion Testing

The school district may request or require any employee to undergo **cannabis testing or** drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of **cannabis**, drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, **cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products** while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

6. Treatment Program Testing

The school district may request or require any employee to undergo **cannabis testing and** drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo **cannabis testing and** drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

7. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV. D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing **or requesting cannabis testing**, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has

received the school district's drug and alcohol testing **or cannabis testing** policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing **or cannabis testing** of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test **or cannabis test**.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry **or of enrollment in a Tribal medical cannabis program** as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for ~~marijuana~~ **cannabis**. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
 - b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, ~~or alcohol,~~ **or cannabis** threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.
6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test **or cannabis test** requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, ~~or~~ alcohol, **or cannabis** counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process **or cannabis testing process**

and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant

tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, ~~and~~ alcohol, **and cannabis** testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the

Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

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 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Policy adopted: June 8, 1998
Revised February 11, 2002, revised May 2008, revised June 2011, reviewed Oct. 2016, reviewed December 9, 2019, revised October 2023

Independent School District No. 110
Waconia, MN 55387

8.D.3. 413 Harassment and Violence

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

413 HARASSMENT AND VIOLENCE

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

I. PURPOSE

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

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § 363A.03, Subd. 44.]

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of

this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
 - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - 3. otherwise adversely affects an individual's employment or academic opportunities.

[Note: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below. A school board may choose whether to retain the phrase "including gender identity or expression" in light of the legislative amendment.]

- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. "Familial status" means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

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

~~"Sexual orientation" means having or being perceived as having an~~

~~emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.~~

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
 2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for

sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with

knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as

practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

- G. In the District. The school board hereby designates the Director of Human Resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Policy Adopted: Nov. 12, 1990

Amended: September 13, 1993/ May 11, 1998/ Feb. 11, 2002/ March 10, 2008/ August 16, 2010/
Dec. 13, 2010/ January 2013 / June 2013 / May 2016 / April 2017 / December 2018

Reviewed: May 2018 / December 2019 / April 2021 / June 2022

Independent School District 110
Waconia, MN

8.D.4. 213 School Board Committees

213 SCHOOL BOARD COMMITTEES

[Note: Many school boards utilize either standing or ad hoc committees, or both. On the other hand, some school boards avoid the use of committees for the most part because of the danger of fragmentation of the governance process. The objective of this policy is to provide a framework for those school boards which elect to utilize committees or subcommittees. Further, this policy is designed to apply only to committees or subcommittees made up of elected school board members. Other considerations will apply to committees established by the school board involving members of the public, employees, students, parents, etc.]

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:
1. Finance and Facilities
 2. Policy and Advocacy
 3. ~~Facilities (as needed).~~
 4. Negotiations Committee(s) for various employee groups (as needed).
 5. Governance (Chair, Vice-Chair/Clerk, and Treasurer) (as needed)
 5. Grievance (as needed)

[Note: Each school district should determine which, if any, standing committees the school board wishes to establish.]

- B. The school board will establish, by resolution, for each standing or ad hoc committee, the number of members, the term, and the charge or mission of each such committee. Standing committee members will be assigned in January of each calendar year. Ad-hoc committees will be formed as needed.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof. While not required, the standard composition of the standing committees is:
1. The Finance and Facilities Committee includes the Board Treasurer and 2 other members.
 2. The Policy and Advocacy Committee includes the Vice Chair and 2 other members.
 3. The Governance Committee includes the 3 Board officers
 4. The Grievance Committee includes the Board Chair and negotiations committee. If the Board chair is also on the negotiations committee, the next two representatives in order would include the vice chair and then the treasurer.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board –
Governing Rules)
MSBA Service Manual, Chapter 13, School Law Bulletin “C”
(Minnesota’s Open Meeting Law)

Policy Adopted April 14, 1997 / revised: November 12, 2001/ reviewed: November 2007 revised:
May 2016 / revised July 2022
Independent School District No. 110

8.D.5. 507 Corporal Punishment

Presenter: Brian
Gersich,
Superintendent

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.
3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

V. EXCEPTIONS

A teacher, ~~or~~ school principal and other school staff may use reasonable force under the conditions set forth in Policy 507 (Student Discipline).

III. VIOLATION

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

Legal References: Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)
[Op. Atty. Gen. 169f \(August 22, 2023\) \(School Pupils: Discipline\)](#)
[Op. Atty. Gen. 169f Supp. \(September 20, 2023\) \(School Pupils: Discipline\)](#)

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

Policy Adopted: June 2003 / November 2005 / reviewed May 11, 2009 / reviewed May, 2016 / reviewed February 2020 / revised December 2021, revised September 2023

Independent School District #110

Waconia, MN

8.D.6. 620 Credit for Learning

Presenter: Erika
Nesvig, Director of
Educational Services

620 CREDIT FOR LEARNING

I. PURPOSE

This policy recognizes student achievement that occurs in postsecondary enrollment option and other advanced enrichment programs. This policy also recognizes student achievement that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minnesota Sections statute 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. “Concurrent enrollment” means nonsectarian courses in which an eligible pupil under [Minnesota Statutes, section 124D.095](#), subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.
- C. “Course” means a course or program.
- D. “Eligible institution” means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota. An eligible institution must not require a faith statement from a secondary student seeking to enroll in a postsecondary course under this section during the application process or base any part of the admission decision on a student’s race, creed, ethnicity, disability, gender, or sexual orientation or religious beliefs or affiliations.
- E. “Nonpublic school” is a private school or home school in which a child is

provided instruction in compliance with the Minnesota compulsory attendance laws.

- F. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
2. Commensurate credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district’s high school graduation requirements will not be used to compute honor roll and/or class rank.

- d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
 - 2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.
- C. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Sections statute 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

- B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.
1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and the materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a

home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

Advanced Placement (AP) and concurrent enrollment courses, as courses offered at Waconia High School that have the opportunity to be awarded college credit, have a high level of rigor, and will be weighed at a value of 1.2 multiplier. Grades below a C are not weighted.

Types of weighted courses include:

1. Advanced Placement (AP) courses.
2. Concurrent enrollment courses (earn college credit while taking them in the high school environment), including CIS (University of MN), College Now (Southwest State University) along with other college courses offered on campus.

Grade	Non-Weighted Grade Value	*Weighted Grade Value
A	4.0	4.8
A-	3.67	4.40
B+	3.33	3.97
B	3.0	3.6
B-	2.67	3.20
C+	2.33	2.80
C	2.0	2.4
C-	1.67	1.67
D+	1.33	1.33
D	1.0	1.0
D-	.67	.67

*Grade weights will be applied to applicable courses starting in the 2024-25 school year and forward. Courses taken prior to fall of 2024 are not eligible for weighted grades.

- B. The school district will update its registration guide prior to registration each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a

particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 624 (Online Instruction)

Policy adopted: Dec 2020, revised July 2023, revised October 2023
Independent School District No. 110
Waconia, MN

9. DISCUSSION ITEMS

10. BOARD COMMITTEE REPORTS

10.A. Self-Governance & Superintendent
Relations Committee

10.B. Finance & Facilities Committee

10.C. Policy & Advocacy Committee

10.D. District 110 Advisory Council

10.E. Schools for Equity in Education (SEE)
Representative

10.F. Southwest Metro Intermediate District 288
Representative

10.G. MSHSL Representative

10.H. Special Education Advisory Council

10.I. Community Education Advisory Council
Representative

10.J. Teaching & Learning Advisory Council
Representative

10.K. Chemical Abuse Advisory Council/HERO's

10.L. City of Waconia Liaison

**11. ENTER INTO CLOSED MEETING RE: Superintendent
Evaluation + Labor Negotiation Strategy**

12. ADJOURNMENT