

ISD 110 School Board Regular Meeting

Monday, March 24, 2025 7:00 PM

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** **Presenter:** Chair Amott

2. **ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE** **Presenter:** Chair Amott

2.A. Upcoming Meetings:

April 14 Finance and Facilities Committee Meeting
6pm @ District Office Conf. Rm B

April 14 Work Session 7pm @ District Office Conf.
Rm A

April 28 Policy Committee 6pm @ City Hall

April 28 Regular Meeting 7pm @ City Hall

2.B. ISD 110 Kindergarten Promotional Video

3. **PUBLIC COMMENT**

4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board Regular Meeting
Monday, February 24, 2025 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 Amott at 7:00 PM. Members present: Amott, Bergstrom, Kelzer-Breedon, Wilson, Rosin, Hagen, Arnita Members absent: none

Motion by Kelzer-Breedon to adopt agenda

Wilson second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

2.A. Upcoming Meetings:

March 3 Finance & Facilities Committee 6pm @ District Office Conf. Rm B

March 3 School Board Work Session 7pm @ District Office Conf. Rm A

March 24 Policy Committee 6pm @ City Hall

March 24 Regular Meeting 7pm @ City Hall

3. PUBLIC COMMENT

4. MINUTES OF PREVIOUS MEETING

Motion by Bergstrom to approve the minutes of the Jan. 27 regular meeting

Kelzer-Breedon second

All in favor

Motion carried

5. CONSENT AGENDA

Motion by Kelzer-Breedon to approve consent agenda

Hagen second

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items

5.C. Dissolution of Bread Machine

5.D. Site Logiq January 2025 Invoice (#14)

5.E. Receipts of Donation

6. REPORTS

6.A. Student Representative Report

6.B. Administrative Report: WMS (PBIS)

6.C. Class Size Report

6.D. Finance Report

6.D.1. Revised FY 25

7. ACTION ITEMS

7.A. Approval of Community Survey Proposal by Morris-Leatherman

Motion by Bergstrom to approve 70 question Community Survey Proposal by Morris-Leatherman

Kelzer-Breeden second

All in favor

Motion carried

7.B. Award Vendors for Parking Lot Projects

Motion by Kelzer-Breeden to Award Vendors for Parking Lot Projects:

WMS Project: Bituminous Roadways - \$665,976

LT Project: Minnesota Roadways- \$55,118

Wilson second

All in favor

Motion carried

7.C. E-Rate/Switches

Motion by Bergstrom to approve proceeding with FCC Form 470 for E-Rate

Kelzer-Breeden second

All in favor

Motion carried

8. DISCUSSION ITEMS

8.A. First Read Board Policies

8.A.1. 503 Student Attendance

8.A.2. 506 Student Discipline

8.A.3. 512 School-Sponsored Student Publications and Activities

8.A.4. 524 Internet Acceptable Use

8.A.5. 802 Disposition of Obsolete Equipment and Material

8.A.6. 519 Interviews of Students by Outside Agencies

8.A.7. 701 Establishment and Adoption of School District Budget

8.A.8. 721 Uniform Grant Guidance Policy Regarding Federal Revenues Sources

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. Schools Advocating for Fair Funding (SAFF) Representative

9.E. Southwest Metro Intermediate District 288 Representative

Amott reports attending an 8hr planning session that included strategic plan work, updates from HR related to turnover, acquired buildings needing to be remodeled to serve as safe learning sites.

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council Representative

9.I. Teaching & Learning Advisory Council Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**

Motion by Bergstrom to adjourn

Wilson second

All in favor

Motion carried

Meeting adjourned at 8:27 PM

5. **CONSENT AGENDA**

Presenter: Chair
Amott

5.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
614488	ABRAKADOODLE	02/21/2025	R	312.00	February
614489	AFFINETY SOLUTIONS, INC	02/21/2025	R	230.00	February
614490	APPLE INC	02/21/2025	R	1,808.99	February
614491	AVIBEN	02/21/2025	R	566.86	February
614492	BACH, MATTHEW	02/21/2025	R	144.00	February
614493	BERGERON, JASON	02/21/2025	R	181.00	February
614494	BLUUM OF MINNESOTA LLC	02/21/2025	R	2,889.58	February
614495	BOLITHO, CHERYL	02/21/2025	R	162.00	February
614496	BRIGHTWORKS	02/21/2025	R	90.00	February
614497	CAPTIVATE MEDIA+CONSULTING	02/21/2025	R	7,500.00	February
614498	CENTRAL PUBLIC SCHOOL SPEECH T	02/21/2025	R	140.00	February
614499	CURFMAN TRUCKING & REPAIR, INC	02/21/2025	R	9,250.00	February
614500	DEHNICKE, ADAM	02/21/2025	R	95.00	February
614501	EAU CLAIRE JAZZ INC	02/21/2025	R	600.00	February
614502	ELEVATED PERFORMANCE 4U	02/21/2025	R	1,976.88	February
614503	FOSTER, DALE	02/21/2025	R	310.00	February
614504	GAME ONE	02/21/2025	R	3,323.25	February
614505	GREAT LAKES COCA-COLA DIST	02/21/2025	R	1,430.23	February
614506	HAMMER SPORTS LLC	02/21/2025	R	838.00	February
614507	HIGH POINT NETWORKS, LLC	02/21/2025	R	460.00	February
614508	HILLYARD/HUTCHINSON	02/21/2025	R	186.55	February
614509	INDIANHEAD FS DISTRIBUTOR, INC	02/21/2025	R	24,422.49	February
614510	INFINITE HEALTH COLLABORATIVE	02/21/2025	R	375.00	February
614511	INNOVATIONAL WATER SOLUTIONS I	02/21/2025	R	573.00	February
614512	JOHNNY SCHWALLER GOLF SHOP LLC	02/21/2025	R	507.00	February
614513	KENT, STEPHEN	02/21/2025	R	95.00	February
614514	KOHLER, MAX	02/21/2025	R	82.00	February
614515	LANGE, JEFF	02/21/2025	R	95.00	February
614516	LARSON, GREGORY	02/21/2025	R	145.00	February
614517	LILLEMOEN, JON	02/21/2025	R	175.00	February
614518	LITFIN, NICHOLAS	02/21/2025	R	162.00	February
614519	LUESSENHEIDE, RYAN	02/21/2025	R	95.00	February
614520	MACKENTHUN'S FINE FOODS	02/21/2025	R	2,538.38	February
614521	MANTHEI, JOHN	02/21/2025	R	175.00	February
614522	MARECK, BRENT	02/21/2025	R	67.00	February
614523	MAYER LUMBER CO, INC	02/21/2025	R	10,010.46	February
614524	MEI TOTAL ELEVATOR SOLUTIONS	02/21/2025	R	791.00	February
614525	MN COMMUNITY ED ASSOC	02/21/2025	R	150.00	February
614526	MN TRUE TEAM TRACK & FIELD	02/21/2025	R	200.00	February
614527	MRI SOFTWARE LLC	02/21/2025	R	130.00	February
614528	MSBA	02/21/2025	R	125.00	February
614529	MUGFORD, JOHN	02/21/2025	R	162.00	February
614530	MULDER, JOHN	02/21/2025	R	95.00	February
614531	MUSIC MART	02/21/2025	R	566.50	February
614532	NEW DOCUMENTS & LABELS, INC.	02/21/2025	R	666.18	February
614533	NICKLAUS, TODD	02/21/2025	R	162.00	February
614534	PAN-O-GOLD BAKING CO	02/21/2025	R	2,882.56	February
614535	PERFORMANCE FOODSERVICE	02/21/2025	R	1,118.76	February
614536	PICK A TIME	02/21/2025	R	7.50	February
614537	PLANSOURCE BENEFITS ADMIN INC	02/21/2025	R	3,219.36	February
614538	PODRATZ, JERRY	02/21/2025	R	162.00	February
614539	PRO-ED INC	02/21/2025	R	253.00	February
614540	RACH, PATRICK	02/21/2025	R	162.00	February
614541	RIDDELL ALL AMERICAN SPORTS CO	02/21/2025	R	10,904.77	February
614542	RODE, MICHAEL	02/21/2025	R	162.00	February
614543	SCHMITT MUSIC	02/21/2025	R	92.00	February

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
614544	SMITH, CLAYTON	02/21/2025	R	181.00	February
614545	SOBIECH, PATRICK	02/21/2025	R	162.00	February
614546	STATE MN DEPT OF PUBLIC SAFETY	02/21/2025	R	100.00	February
614547	SUPER TEACHER WORKSHEETS	02/21/2025	R	375.00	February
614548	TREBESCH, GUY	02/21/2025	R	95.00	February
614549	UHL CO	02/21/2025	R	186.00	February
614550	VAN THOMME, ZACHARY	02/21/2025	R	134.00	February
614551	YANKE, MICK	02/21/2025	R	95.00	February
614552	EYE MED-FIDELITY SECURITY LIFE	02/28/2025	R	1,929.00	February
614553	MN SCHOOL EMPLOYEES ASSOCIATIO	02/28/2025	R	1,039.76	February
614554	NCPERS GROUP LIFE INS	02/28/2025	R	96.00	February
614555	SCHOOL SERVICE EMPLOYEES	02/28/2025	R	815.42	February
614556	WACONIA EDUCATION ASSOCIATION	02/28/2025	R	12,384.50	February
614557	ALPHA WIRELESS COMMUNICATIONS	02/28/2025	R	517.50	February
614558	AMAZING ATHLETES OF CENTRAL MN	02/28/2025	R	700.00	February
614559	BENNETT, GRANT	02/28/2025	R	100.00	February
614560	BJORKLUND COMPENSATION LLC	02/28/2025	R	300.00	February
614561	BRAUN, KHERINGTON	02/28/2025	R	75.00	February
614562	BSN SPORTS LLC	02/28/2025	R	254.31	February
614563	BUSH, ANDREW	02/28/2025	R	100.00	February
614564	CANON FINANCIAL SERVICES INC	02/28/2025	R	890.18	February
614565	CAPITAL ONE TRADE CREDIT	02/28/2025	R	700.89	February
614566	CARVER COUNTY	02/28/2025	R	8,156.18	February
614567	CATALYST SOURCING SOLUTIONS	02/28/2025	R	783.03	February
614568	CHOICE ELECTRIC	02/28/2025	R	830.00	February
614569	CUSTOM INK	02/28/2025	R	501.26	February
614570	DYKSTRA, ETHAN	02/28/2025	R	100.00	February
614571	ECM PUBLISHERS, INC	02/28/2025	R	392.38	February
614572	EMERY'S LAWCARE & ROLL-OFFS	02/28/2025	R	800.00	February
614573	GAME ONE	02/28/2025	R	4,219.73	February
614574	GOES, JOEY	02/28/2025	R	75.00	February
614575	GRAINGER	02/28/2025	R	155.95	February
614576	HAMMER SPORTS LLC	02/28/2025	R	282.00	February
614577	HILLYARD/HUTCHINSON	02/28/2025	R	1,715.55	February
614578	HOEHN, EMILY	02/28/2025	R	53.30	February
614579	IEA, INC	02/28/2025	R	13,000.00	February
614580	INDIANHEAD FS DISTRIBUTOR, INC	02/28/2025	R	16,796.32	February
614581	INDUSTRIAL FABRICATION SERVICE	02/28/2025	R	5,540.00	February
614582	JOSTENS	02/28/2025	R	25.80	February
614583	KIDCREATE STUDIO	02/28/2025	R	568.00	February
614584	KKC TAE KWON DO	02/28/2025	R	869.40	February
614585	KOCH SCHOOL BUS SERVICE, INC	02/28/2025	R	441,215.83	February
614586	KUTZKE CONSTRUCTION INC	02/28/2025	R	2,219.55	February
614587	LFSA	02/28/2025	R	500.00	February
614588	LOFFLER COMPANIES	02/28/2025	R	362.34	February
614589	LONNES, BECKIE	02/28/2025	R	120.97	February
614590	MAJERUS, LONDON	02/28/2025	R	75.00	February
614591	MANKATO EAST SPEECH	02/28/2025	R	140.00	February
614592	MICHIGAN TECHNICAL UNIVERSITY	02/28/2025	R	1,500.00	February
614593	MINI BIFF LLC	02/28/2025	R	115.26	February
614594	MUSIC MART	02/28/2025	R	401.50	February
614595	NEXT LEVEL BASEBALL LLC	02/28/2025	R	1,000.00	February
614596	NOVAK, JANICE	02/28/2025	R	40.00	February
614597	ODP BUSINESS SOLUTIONS LLC	02/28/2025	R	327.32	February
614598	PEPELKA, JACK	02/28/2025	R	100.00	February
614599	RED BALLOON BOOKSHOP	02/28/2025	R	391.00	February

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614600	SCAN AIR FILTER, INC	02/28/2025	R	2,784.58	February
614601	SCHOLASTIC BOOK FAIRS-04	02/28/2025	R	1,137.71	February
614602	SHAKOPEE GIRLS SOFTBALL ASSOC	02/28/2025	R	450.00	February
614603	SHERWIN-WILLIAMS CO	02/28/2025	R	515.00	February
614604	SITELOGIQ, INC	02/28/2025	R	15,764.00	February
614605	SOCIAL THINKING PUBLISHING	02/28/2025	R	201.32	February
614606	SONNEK, JONATHAN	02/28/2025	R	100.00	February
614607	SPARBY, JOSHUA	02/28/2025	R	75.00	February
614608	STAPLES ADVANTAGE	02/28/2025	R	838.75	February
614609	STEP SAVER, INC	02/28/2025	R	243.00	February
614610	TRIO SUPPLY COMPANY	02/28/2025	R	305.79	February
614611	TRUE MECHANICAL LLC	02/28/2025	R	11,474.30	February
614612	TYHURST, KENDALL	02/28/2025	R	75.00	February
614613	WM CORPORATE SERVICES INC	02/28/2025	R	2,769.39	February
614614	ZIEGLER INC	02/28/2025	R	345.98	February
614615	AMAZON CAPITAL SERVICES	03/06/2025	R	11,685.55	March
614616	21ST CENTURY SPORTS LLC	03/07/2025	R	408.00	March
614617	ALPHA WIRELESS COMMUNICATIONS	03/07/2025	R	400.00	March
614618	BACH, MATTHEW	03/07/2025	R	224.00	March
614619	BUDNER, PETER	03/07/2025	R	162.00	March
614620	CARVER COUNTY	03/07/2025	R	35.00	March
614621	CDW GOVERNMENT LLC	03/07/2025	R	4,101.66	March
614622	CENTRAL MCGOWAN INC	03/07/2025	R	410.95	March
614623	CMS COMMUNICATIONS INC	03/07/2025	R	584.66	March
614624	COLONY PLAZA, INC	03/07/2025	R	108.21	March
614625	COMMERCIAL KITCHEN SERVICES	03/07/2025	R	5,379.68	March
614626	COOK, ANDREW	03/07/2025	R	95.00	March
614628	ECM PUBLISHERS, INC	03/07/2025	R	17.11	March
614629	EDEL, TRACY	03/07/2025	R	39.00	March
614630	EDINA BOOSTER CLUB - BOYS GOLF	03/07/2025	R	500.00	March
614631	ELYEA-WHEELER, KURT	03/07/2025	R	134.00	March
614632	FUN JUMPS ENTERTAINMENT, INC	03/07/2025	R	1,600.95	March
614633	GEARMAN, MICHAEL	03/07/2025	R	95.00	March
614634	GRAINGER	03/07/2025	R	247.26	March
614635	GRALAPP, CRAIG	03/07/2025	R	134.00	March
614636	GRAMS, COLLIN	03/07/2025	R	134.00	March
614637	GRAMS, RYAN	03/07/2025	R	162.00	March
614638	GREAT LAKES COCA-COLA DIST	03/07/2025	R	373.75	March
614639	HAMMER SPORTS LLC	03/07/2025	R	278.00	March
614640	HEGER'S DAIRY LLC	03/07/2025	R	8,109.91	March
614641	HICKS, WILLIAM	03/07/2025	R	95.00	March
614642	HILLYARD/HUTCHINSON	03/07/2025	R	213.78	March
614643	HYLAND HILLS	03/07/2025	R	2,336.00	March
614644	IEA, INC	03/07/2025	R	1,059.99	March
614645	IMAGINE GROUP LLC	03/07/2025	R	150.00	March
614646	INDIANHEAD FS DISTRIBUTOR, INC	03/07/2025	R	38,723.57	March
614647	INGCO INT'L INC	03/07/2025	R	55.00	March
614648	INNOVATIVE OFFICE SOLUTIONS LL	03/07/2025	R	62.50	March
614649	ISD 911 CAMBRIDGE-ISANTI SCHOO	03/07/2025	R	250.00	March
614650	JOHNSON, MELANIE	03/07/2025	R	233.40	March
614651	JW PEPPER & SON, INC	03/07/2025	R	10.00	March
614652	KROMER COMPANY	03/07/2025	R	592.12	March
614653	KRUEGER, DWIGHT	03/07/2025	R	95.00	March
614654	KULLY SUPPLY COMPANY	03/07/2025	R	622.67	March
614655	MASA/MASE	03/07/2025	R	399.00	March
614656	MASSP	03/07/2025	R	95.00	March

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
614657	METRONET	03/07/2025	R	1,890.20	March
614658	MN SAFETY COUNCIL	03/07/2025	R	69.00	March
614659	MSBA	03/07/2025	R	210.00	March
614660	MUGFORD, JOHN	03/07/2025	R	95.00	March
614661	MUSIC THEATRE INTERNATIONAL	03/07/2025	R	700.00	March
614662	OFFICE OF MNIT SERVICES	03/07/2025	R	51.45	March
614663	PERFORMANCE FOODSERVICE	03/07/2025	R	537.08	March
614664	PICK A TIME	03/07/2025	R	57.80	March
614665	POWDER RIDGE SKI AREA	03/07/2025	R	5,040.00	March
614666	PREP TIME PRINTING	03/07/2025	R	14.00	March
614667	PRIOR LAKE HIGH SCHOOL	03/07/2025	R	175.00	March
614668	RACH, PATRICK	03/07/2025	R	95.00	March
614669	REED WHOLESALE & OCS	03/07/2025	R	596.45	March
614670	ROEMHILDT, CHRISTIAN	03/07/2025	R	134.00	March
614671	SACKETT, TOBY	03/07/2025	R	95.00	March
614672	SCAN AIR FILTER, INC	03/07/2025	R	1,040.28	March
614673	SCHEFF, GREG	03/07/2025	R	67.00	March
614674	SHRED-N-GO - 446138	03/07/2025	R	165.00	March
614675	SNAP ON TOOLS	03/07/2025	R	896.75	March
614676	SOCIAL CLUB SIMPLE	03/07/2025	R	40.00	March
614677	SOCIAL THINKING PUBLISHING	03/07/2025	R	873.59	March
614678	ST ANTHONY VILLAGE HS SPEECH	03/07/2025	R	133.00	March
614679	TAYLOR HUBBARD PHOTOGRAPHY LLC	03/07/2025	R	600.00	March
614680	TENGWALL, CHRIS	03/07/2025	R	95.00	March
614681	TRIO SUPPLY COMPANY	03/07/2025	R	230.24	March
614682	TRUE MECHANICAL LLC	03/07/2025	R	7,541.44	March
614683	UHL CO	03/07/2025	R	1,952.30	March
614684	US POSTAL SERVICE	03/07/2025	R	1,623.12	March
614686	WAYSIDE PUBLISHING	03/07/2025	R	474.20	March
614687	WACONIA EDUCATION ASSOCIATION	03/14/2025	R	12,434.25	March
614688	AFFINETY SOLUTIONS, INC	03/13/2025	R	230.00	March
614689	AMPION PBC	03/13/2025	R	11,117.85	March
614690	ANDERSON'S	03/13/2025	R	71.64	March
614691	AVIBEN	03/13/2025	R	265.13	March
614692	BIFFS, INC	03/13/2025	R	196.00	March
614693	CHOICE ELECTRIC	03/13/2025	R	479.58	March
614694	COMMERCIAL KITCHEN SERVICES	03/13/2025	R	3,872.46	March
614695	CULLIGAN BOTTLED WATER	03/13/2025	R	720.00	March
614696	DISCOUNT SCHOOL SUPPLY	03/13/2025	R	9.99	March
614697	FLINN SCIENTIFIC	03/13/2025	R	671.28	March
614698	GAME ONE	03/13/2025	R	8,476.93	March
614699	GATEWAY MUSIC FESTIVALS & TOUR	03/13/2025	R	25,535.00	March
614700	GRAINGER	03/13/2025	R	148.58	March
614701	GRECO, DANIEL	03/13/2025	R	1,329.00	March
614702	HELEN SOLAR LLC	03/13/2025	R	2,955.24	March
614703	HILLYARD/HUTCHINSON	03/13/2025	R	3,143.92	March
614704	IMAGINE GROUP LLC	03/13/2025	R	1,520.19	March
614705	JOSTENS	03/13/2025	R	481.50	March
614706	LANO EQUIPMENT INC	03/13/2025	R	41.14	March
614707	LOFFLER COMPANIES	03/13/2025	R	6,425.51	March
614708	MN CLAY CO USA	03/13/2025	R	270.51	March
614709	MORRIS LEATHERMAN COMPANY	03/13/2025	R	12,500.00	March
614710	MUSIC MART	03/13/2025	R	892.45	March
614711	NCS PEARSON, INC	03/13/2025	R	169.00	March
614712	NUJBA	03/13/2025	R	450.00	March
614713	PAN-O-GOLD BAKING CO	03/13/2025	R	3,230.51	March

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614714	PERFORMANCE FOODSERVICE	03/13/2025	R	484.25	March
614715	PICK A TIME	03/13/2025	R	240.00	March
614716	SOUTHWEST METRO INTERMEDIATE D	03/13/2025	R	98,858.90	March
614717	SPS WORKS	03/13/2025	R	55.35	March
614718	TRINITY LUTHERAN SCHOOL	03/13/2025	R	6,400.00	March
614719	TRIO SUPPLY COMPANY	03/13/2025	R	1,063.97	March
614720	TRUE MECHANICAL LLC	03/13/2025	R	4,164.00	March
614721	UHL CO	03/13/2025	R	7,850.13	March
614722	WM CORPORATE SERVICES INC	03/13/2025	R	2,803.89	March
202400797	EDUCATIONAL SUPPORT PARA UNION	01/31/2025	W	21.87	February
202400799	LIFE INS CO OF NORTH AMERICA	01/31/2025	W	5.28	February
202400813	EDUCATIONAL SUPPORT PARA UNION	02/14/2025	W	1,410.54	February
202400815	LIFE INS CO OF NORTH AMERICA	02/14/2025	W	4,365.95	February
202400821	ONEBRIDGE BENEFITS, INC.	02/14/2025	W	4,888.31	February
202400823	MN DEPT OF REVENUE	02/14/2025	W	0.00	February
202400824	BLUE CROSS AND BLUE SHIELD OF	02/20/2025	W	725,121.28	February
202400826	EDUCATIONAL SUPPORT PARA UNION	02/28/2025	W	1,388.67	February
202400827	INTERNAL REVENUE SERVICE	02/28/2025	W	281,982.49	February
202400828	LIFE INS CO OF NORTH AMERICA	02/28/2025	W	6,219.97	February
202400829	MN CHILD SUPPORT PYMT CENTER	02/28/2025	W	128.00	February
202400830	MN DEPT OF REVENUE	02/28/2025	W	44,464.97	February
202400831	MN TEACHERS RETIREMENT ASSN	02/28/2025	W	160,501.10	February
202400832	PERA	02/28/2025	W	49,449.87	February
202400833	AVIBEN	02/28/2025	W	65,356.52	February
202400834	ONEBRIDGE BENEFITS, INC.	02/28/2025	W	4,888.31	February
202400837	XCEL ENERGY	02/28/2025	W	12,657.26	February
202400838	ALDI	03/10/2025	W	385.93	March
202400839	FLEET FARM	03/10/2025	W	2,466.61	March
202400843	KWIK TRIP	03/10/2025	W	3.58	March
202400845	TARGET BANK	03/10/2025	W	1,181.65	March
202400847	WEBSTAIRANT STORE	03/10/2025	W	896.62	March
202400855	TIDAL TANK	03/10/2025	W	169.00	March
202400856	HOMEGROWN LACROSSE	03/10/2025	W	350.00	March
202400857	DOMINO'S PIZZA	03/10/2025	W	154.22	March
202400858	HOLIDAY INN & SUITES	03/10/2025	W	250.37	March
202400859	TWIN CITIES SOCCER LEAGUES	03/10/2025	W	35.25	March
202400860	MN VALLEY ELECTRIC CORP	03/10/2025	W	28,933.43	March
202400861	GBI LEADERSHIP LLC	03/10/2025	W	237.67	March
202400863	US POSTAL SERVICE	03/10/2025	W	11.16	March
202400864	SUPER TEACHER WORKSHEETS	03/10/2025	W	24.95	March
202400865	FAIRFIELD INN	03/10/2025	W	5,345.76	March
202400866	GODADDY.COM	03/10/2025	W	110.85	March
202400867	DOLLAR TREE	03/10/2025	W	48.75	March
202400868	SHAKOPEE BOWL	03/10/2025	W	2,970.00	March
202400869	MN ZOO	03/10/2025	W	462.00	March
202400871	RACQUET SPORTS PROF. ASSOC. IN	03/10/2025	W	198.00	March
202400872	MN STATE UNIV MOORHEAD	03/10/2025	W	249.00	March
202400874	JIMMY JOHNS	03/10/2025	W	116.52	March
202400876	ART OF EDUCATION UNIV LLC	03/10/2025	W	152.00	March
202400877	HOLIDAY INN EXPRESS HOTEL	03/10/2025	W	5,705.36	March
202400878	VENTRIS LEARNING LLC	03/10/2025	W	160.00	March
202400879	NAFME	03/10/2025	W	151.00	March
202400880	WACONIA CHAMBER OF COMMERCE	03/10/2025	W	75.00	March
202400881	PRO SOUND AND LIGHT SHOW	03/10/2025	W	1,790.00	March
202400882	MSHSCA	03/10/2025	W	410.00	March
202400884	ROCKET SCIENCE GROUP, LLC	03/10/2025	W	300.00	March

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202400886	TEACHERS SYNERGY, LLC	03/10/2025	W	29.99	March
202400887	BRIGHTWORKS	03/10/2025	W	450.00	March
202400889	BURNSVILLE ATHLETIC CLUB	03/10/2025	W	387.54	March
202400890	MADDEN RESORT	03/10/2025	W	1,968.80	March
202400893	COURTYARD ST CLOUD	03/10/2025	W	174.58	March
202400894	HUDSON BOOSTERS	03/10/2025	W	465.00	March
202400895	BEST BUY STORE #2644	03/10/2025	W	286.99	March
202400896	ELK RIVER SYSTEMS INC	03/10/2025	W	151.06	March
202400903	CRISIS PREVENTION INSTITUTE	03/10/2025	W	635.80	March
202400910	PMA SECURITIES LLC	02/15/2025	W	251.21	February
202400911	ONEBRIDGE BENEFITS, INC.	02/16/2025	W	972.50	February
202400912	BRI PARENT, INC	02/28/2025	W	392.25	February
202400913	MN UNEMPLOY INS	02/14/2025	W	5,536.64	February
202400914	AUTHORIZE.NET	02/04/2025	W	20.00	February
202400915	EDUTRAK LLC	02/10/2025	W	5,765.98	February
202400916	SECURITY BANK & TRUST CO	02/28/2025	W	71.95	February
202400917	AT&T MOBILITY	02/03/2025	W	147.47	February
202400918	CENTERPOINT ENERGY	02/25/2025	W	84,209.61	February
202400919	QUADIENT FINANCE USA, INC	02/24/2025	W	1,194.75	February
202400920	T-MOBILE	02/05/2025	W	880.00	February
202400924	INTERNAL REVENUE SERVICE	03/14/2025	W	270,367.01	March
202400926	MN CHILD SUPPORT PYMT CENTER	03/14/2025	W	128.00	March
202400927	MN DEPT OF REVENUE	03/14/2025	W	42,267.77	March
202400928	MN TEACHERS RETIREMENT ASSN	03/14/2025	W	154,476.75	March
202400929	PERA	03/14/2025	W	48,654.63	March
202400930	AVIBEN	03/14/2025	W	65,147.73	March
242500072	ALDRICH, KATIE	02/20/2025	A	149.74	February
242500073	BLOEM, JENNIFER	02/20/2025	A	150.00	February
242500074	BOSCH, ALAN	02/20/2025	A	300.00	February
242500075	BRAUNWARTH, CHRISTINE	02/20/2025	A	145.00	February
242500076	BUCK, DAWN	02/20/2025	A	150.00	February
242500077	DOLEZAL, KATHLEEN	02/20/2025	A	150.00	February
242500078	GERSICH, BRIAN	02/20/2025	A	8.50	February
242500079	HOLT-OLSON, AMANDA	02/20/2025	A	140.24	February
242500080	JANTZ, MATTHEW	02/20/2025	A	139.96	February
242500081	LADWIG, MICHEL	02/20/2025	A	145.00	February
242500082	LITFIN, VICKIE	02/20/2025	A	145.00	February
242500083	LOFGREN, TONI	02/20/2025	A	58.98	February
242500084	MCDANNOLD, ERIN	02/20/2025	A	149.00	February
242500085	MIGUEL, KELLY	02/20/2025	A	149.88	February
242500086	PINGEON, SARA	02/20/2025	A	150.00	February
242500087	SARCLETTI, DANA	02/20/2025	A	146.96	February
242500088	SCHOENFELDER, GREGORY	02/20/2025	A	150.00	February
242500089	SCHUETTE, JEAN	02/20/2025	A	150.00	February
242500090	SCHWAB, AMY	02/20/2025	A	129.36	February
242500091	STIFTER, MARY	02/20/2025	A	119.94	February
242500092	WILLIAMS, ANGELA	02/20/2025	A	150.00	February
242500093	WORM, CYNTHIA	02/20/2025	A	136.58	February
242500094	WORTZ, HOLLY	02/20/2025	A	120.00	February
242500095	YOUNG, MELISSA	02/20/2025	A	109.32	February
242500096	BALGAARD, DALLAS	02/27/2025	A	99.98	February
242500097	CALVENTE BERRIOS, LORRAINE	02/27/2025	A	107.47	February
242500098	GEYEN, DENNIS	02/27/2025	A	150.00	February
242500099	GOTHMANN, HOLLY	02/27/2025	A	150.00	February
242500100	JOHNSON, JULIE	02/27/2025	A	150.00	February
242500101	SPARBY, PAUL	02/27/2025	A	44.00	February

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
242500102	THIES, COREEN	02/27/2025	A	111.90	February
242500103	YOUNG, MELISSA	02/27/2025	A	40.68	February
242500104	KLEIN, DANIEL	03/07/2025	A	23.31	March
242500105	STACKEN, RON	03/07/2025	A	70.00	March
242500106	KERN, ELMIRA	03/14/2025	A	620.68	March
242500107	SCHONEWISE, ENID	03/14/2025	A	120.00	March
242500108	WOYNO, IVAN	03/14/2025	A	219.80	March

Totals for checks 3,087,649.48

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
01	General	1,786,382.90	0.00	931,352.19	2,717,735.09
02	Food Service	67,350.83	0.00	134,906.23	202,257.06
04	Community Service	107,759.92	0.00	41,582.20	149,342.12
06	Building Construction	0.00	0.00	16,564.00	16,564.00
08	Trust	0.00	0.00	1,500.00	1,500.00
45	OPEB Irrevocable Trust Fund	0.00	0.00	251.21	251.21
***	Fund Summary Totals ***	1,961,493.65	0.00	1,126,155.83	3,087,649.48

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

5.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 – March 24, 2025

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

Hanson, Amanda Replacement	Educational Assistant (SPED) Long-Term Substitute	SV
Schuler, Amber Replacement	Preschool Teacher Long- Term Substitute Attach K	ESC
Shirley, Johnioy Replacement	Custodial Cleaner 8 Hours/Day; 260 Days	LT/WMS
Young, Thomas Replacement	Nutritional Assistant 5 Hours/Day; 175 Days	WMS
Sawinski, Alyssa Replacement	Grade 2 Teacher Long-Term Substitute Attach K	SV

Employee Status Changes

Glander, Kristen, from Administrative Assistant I (ESP) to Administrative Assistant III (Principal's Secretary) at SV

Kern, Elmira, Educational Assistant (SPED) from 8.5 hours/day to 8.75 hours/day at WMS

Kester, Amy, Educational Assistant (SPED) from 7.75 hours/day to 8 hours/day at WMS

Westmiller, Gabrielle, Educational Assistant (SPED) from 6.5 hours/day to 7.75 hours/day at WMS

Leaves of Absence

Peoples, Sara, Teacher at HS

Schwab, Amy, Head Cook at LT

Extended Leave of Absence

Retirements/Resignations/Terminations

Carlisle, Joshua, Technology Support Specialist at WHS

Haley, Brooke, Grade 2 Teacher at SV

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

5.C. Reading Curriculum Purchase



every child
is capable of
greatness

Great Minds Quote

Date March 13, 2025
 Expiration Date April 30, 2025
 Prepared By Jessica York
 Email jessica.york@greatminds.org

Quote Number 00438252

Contact Name Erika Nesvig
 Phone 952-856-4610
 Email enesvig@isd110.org

Bill to Name Erika Nesvig
 Bill To 512 Industrial Blvd
 Waconia, MN 55387

Ship to Name Erika Nesvig
 Ship To 512 INDUSTRIAL BLVD
 WACONIA, MN 55387

End Waconia Public Schools
 User

Make Payment to:
 Great Minds PBC Tax ID: 84-3785772

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Mail payment to:
 Great Minds PBC
 P.O. Box 200283
 Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Core Text - Print	ISBN	Quantity	List Price	Discounts	Total Price
Grade K					\$17,997.91
Grade 1					\$19,029.71
Grade 2					\$14,975.19
Grade 3					\$17,708.58
Grade 4					\$15,396.73
Grade 5					\$10,647.41

Wit and Wisdom - Digital	ISBN	Quantity	List Price	Discounts	Total Price
Grade 5					
Wit & Wisdom Grade 5 Module 1 Alternate Text Module Digital Add-On (1 SY): Service End Date (6/30 of School Year 2027 - 2028 unless noted otherwise)	GM-03750	12.00	\$39.90	100.00%	\$0.00
Grade Multiple					
Wit & Wisdom (InSync) Grades K-8 Digital Teacher Edition (Requires Purchase)	GM-01326	60.00	\$199.50	100.00%	\$0.00

of Student License): Service End Date (6/30 of School Year 2027 - 2028 unless noted otherwise)					
Wit & Wisdom in Sync License (Print/Digital School Yr): Service End Date (6/30 of School Year 2027 - 2028 unless noted otherwise)	GM-01288	850.00	\$10.50	100.00%	\$0.00

Wit and Wisdom - Kit	ISBN	Quantity	List Price	Discounts	Total Price
Grade K					
Wit & Wisdom 2023 Grade K Student Edition Set (Modules 1-4)	979-8-88588-706-9	750.00	\$21.61	19.07%	\$13,116.73
Wit & Wisdom 2023 Grade K Teacher Edition Print Bundle	979-8-88811-368-4	12.00	\$225.47	20.00%	\$2,164.51
Grade 1					
Wit & Wisdom 2023 Grade 1 Student Edition Set (Modules 1-4)	979-8-88588-717-5	750.00	\$21.61	19.07%	\$13,116.73
Wit & Wisdom 2023 Grade 1 Teacher Edition Print Bundle	979-8-88811-369-1	12.00	\$225.47	20.00%	\$2,164.51
Grade 2					
Wit & Wisdom 2023 Grade 2 Student Edition Set (Modules 1-4)	979-8-88588-728-1	900.00	\$21.61	19.07%	\$15,740.08
Wit & Wisdom 2023 Grade 2 Teacher Edition Print Bundle	979-8-88811-370-7	12.00	\$225.47	20.00%	\$2,164.51
Grade 3					
Wit & Wisdom 2023 Grade 3 Student Edition Set (Modules 1-4)	979-8-88588-739-7	750.00	\$21.61	19.07%	\$13,116.73
Wit & Wisdom 2023 Grade 3 Teacher Edition Print Bundle	979-8-88811-371-4	12.00	\$225.47	20.00%	\$2,164.51
Grade 4					
Wit & Wisdom 2023 Grade 4 Student Edition Set (Modules 1-4)	979-8-88588-750-2	900.00	\$21.61	19.07%	\$15,740.08
Wit & Wisdom 2023 Grade 4 Teacher Edition Set (M1- M4)	979-8-88811-629-6	12.00	\$196.16	20.00%	\$1,883.14
Wit and Wisdom - Print	ISBN	Quantity	List Price	Discounts	Total Price
Grade 5					
Wit & Wisdom 2023 Grade 5 Teacher Edition Module 2	979-8-88588-758-8	12.00	\$49.04	10.00%	\$529.63
Wit & Wisdom 2023 Grade 5 Teacher Edition Module 3	979-8-88588-759-5	12.00	\$49.04	10.00%	\$529.63
Wit & Wisdom 2023 Grade 5 Teacher Edition Module 4	979-8-88588-760-1	12.00	\$49.04	10.00%	\$529.63
Wit & Wisdom 2023 Grade 5 Student Edition Module 2	979-8-88588-763-2	900.00	\$5.41	10.00%	\$4,382.10
Wit & Wisdom 2023 Grade 5 Student Edition Module 3	979-8-88588-764-9	900.00	\$5.41	10.00%	\$4,382.10

Wit & Wisdom 2023 Grade 5 Student Edition Module 4	979-8-88588-765-6	900.00	\$5.41	10.00%	\$4,382.10
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Kit	\$100,696.98
Print	\$175,965.01
Digital	\$21,373.80
Solution Subtotal	\$298,035.79
Discount	(\$106,173.53)
Shipping and Handling	\$26,282.89
*Pre-Tax Solution Total	\$218,145.15
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$218,145.15

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

***Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.**

5.D. SiteLogiq February Invoice



INVOICE

Project #: PUBMID-006344

MN - Waconia - LTFM - PSA - Phase I

BILLING DATE	2/28/2025
PERIOD TO:	2/28/2025
ACCOUNT NUMBER	102640
INVOICE NUMBER	15246
AMOUNT DUE	\$ 15,764.00

INVOICE TO:
Waconia Public Schools
ATTN: Brian Gersich
512 Industrial Blvd
Waconia, MN 55387
bgersich@isd110.org

PLEASE REMIT PAYMENT TO:
SitelogIQ Inc. - Accounts Receivables Midwest
IDS Center
80 South 8th Street, Suite 1850
Minneapolis, MN 55402

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS



BILLING DATE	2/28/2025
PERIOD TO:	2/28/2025
ACCOUNT NUMBER	102640
INVOICE NUMBER	15246
AMOUNT DUE	\$ 15,764.00

TERMS:	30 DAYS UPON RECEIPT

Waconia Public Schools

Program	Fund	Description	Project Amount	Percent Complete	Previously Billed	Current Billing	Cumulative Billing
		Design Document Phase	\$ 2,206,968.74	100%	\$ 2,206,968.74		\$ 2,206,968.74
		Construction Implementation Phase	\$ 788,203.13	38%	\$ 283,752.91	\$ 15,764.00	\$ 299,516.91
		Post Construction	\$ 157,640.63	0%	\$ -	\$ -	\$ -
							\$ -
			\$ 3,152,812.50	79%	\$ 2,490,721.65	\$ 15,764.00	\$ 2,506,485.65

DIRECT INQUIRIES AND CORRESPONDENCE TO:

Joshua Evenson
320.296.4264
Joshua.evenson@sitelogiq.com

SitelogIQ, Inc - Accounts Receivables Midwest
IDS Center 80 South 8th
Suite 1850
Minneapolis, MN 55402

PAY THIS AMOUNT IN US DOLLARS



\$ 15,764.00

5.E. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report

Presenter: Reidun
Trostad

6.B. Administrative Presentation: Waconia Early
Childhood Programs

Presenter: Renee
Sorgenfrie, Early
Childhood Programs
Manager



Waconia Early Childhood Programs

ECFE, Early Childhood Screening, & Preschool

ECFE- Early Childhood Family Education

- Pop In and Play: all ages
- ECFE at Night: 1-5 year olds
- Little Wonders: 0-14 months
- Movers and Shakers: 14-28 months
- Kindergarten Lunch and Learn: Parents of Kinders
- Bridge to Preschool: 2.5-5 year olds
- Discovery Time: 2-3 year olds
- Wildcat Explorers: 2-5 year olds
- Next Steps: elementary school parent/caregivers



Special Events by ECFE:

- Pumpkin Fun, Reindeer Card Holder, Fairy Garden, Treasure Chest Classes
- Wild About Wheels Community Gathering
- Sweetheart Dance
- End-of-Year Picnic

Current Class Enrollment: **213**



Early Childhood Screening

In Minnesota, all children are required to complete Early Childhood Screening before Kindergarten entrance.

The results of the screening can help identify any learning or health concerns that may require attention before a child enters Kindergarten.

Early Childhood Screening includes:

- A look at a child's cognitive, motor etc development through MPSI-R (Minneapolis Preschool Screening Instrument-Revised)
- Vision and Hearing checks
- Height and Weight measurements
- Immunization and health history review

During the 2024-25 School Year (August 2024-March 2025):

- 178 Students have been screened through ISD 110
- 15% Students screened have been identified for further supports Referrals



Wildcat Preschool

Our goals:

- To provide play-based inquiry and nurture curiosity for deep learning in an environment designed by licensed staff to support developmentally appropriate exploration.
- To provide a joy of learning and open the world of learning for the preschool child.
- To support physical, intellectual, and social/emotional readiness skills using a research-based curriculum.
- To engage parents and provide opportunities for connection and support.
- To align with Waconia ISD 110 curriculum to provide a seamless transition to kindergarten



WACONIA PUBLIC SCHOOLS 2024-2028 Strategic Plan



WACONIA
PUBLIC SCHOOLS ISD 110

OUR MISSION

ISD 110 maximizes opportunities for all students to **explore their passions and create their success** by committing to a community that includes academic rigor, social growth, and emotional wellbeing.



OUR CORE VALUES

Respect

We honor and listen to all voices to ensure everyone feels valued.

Collaboration

We achieve our common goals through trust, teamwork, and partnership.

Inclusiveness

We welcome all and seek multiple perspectives to create one connected community.

Empathy

We listen and act with genuine care.

Resilience

We empower one another and persevere with courage, determination, and optimism.

OUR VISION

ISD 110 commits to:

- Inspiring students to explore a variety of pathways including academic offerings and extracurricular activities that will allow them to recognize who they are and who they will become.
- Fostering a community with a collective sense of belonging and wellbeing.
- Establishing efficient systems and structures as part of a world-class school district that will create opportunities for staff to engage in innovative teaching and students to experience academic success.

OUR STRATEGIC DIRECTIONS



Student Outcomes

- Evaluation of elementary student performance on MCAs.
- Assessment of middle school student performance on MCAs.
- Evaluation of high school student readiness for post-high school success.



Student & Staff Experience

- Foster a physically and emotionally safe environment within the school.
- Promote recognition and responsiveness to cultural commonalities and differences, ensuring all individuals feel welcomed, respected, and heard.
- Provide access to inclusive academic, leadership, service, and social opportunities for all community members.



Systems & Structures

- Effective management of financial resources to support the school's mission and goals.
- Proactive planning for and maintenance of facilities to ensure a conducive learning environment.
- Monitoring and promotion of student enrollment to sustain and enhance the school community.

Parent 
Aware



Preschool Schedules

We have many options designed within Wildcat Preschool to fit a variety of family & student needs.

Tue/Thur AM 2 sessions	8:30 AM-11:00 AM	3, early 4	Early Childhood Family Center	\$132- Monthly Tuition \$125- one time supply & registration fee
Mon/Wed/Fri AM 2 session	8:30 AM-11:00 AM	3 and 4	Early Childhood Family Center	\$186- Monthly Tuition \$150- one time supply & registration fee
Mon/Wed/Fri Extended Day 1 session	8:30 AM-1:00 PM	4 and up	Early Childhood Family Center	\$592- Monthly Tuition \$245- one time supply and registration fee
Mon-Fri AM 1 session	8:20 AM-11:00 AM	4 and up	Early Childhood Family Center	\$300- Monthly Tuition \$185- one time supply and registration fee
Mon-Fri PM 3 sessions	12:00 PM-2:30 PM	4 and up	Early Childhood Family Center	\$300- Monthly Tuition \$185- one time supply and registration fee
Mon-Fri Full Day 2 sessions	7:55 AM- 2:30 PM	4 and up Entering Kindergarten Fall 2026	Waconia Elementary School Locations Southview & Laketown	\$715- Monthly Tuition \$245- one time supply and registration fee

- Scholarships are available to many families NOT only based on economic qualifications.
- These scholarships can cover partial or full cost of preschool tuition.
- Current enrollment in Pre-K programs: 185



What is NEW in 2024-2025?

Early Childhood Family Education

- Tuesday night ECFE 5:30-6:50
- ECFE at the Waconia Library
- Grandparent ECFE class
- Summer 2025 ECFE Out and About



Wildcat Preschool

- Voluntary PreKindergarten Scholarship (VPK) - 54 fully-funded 4-year-olds
- Expansion of Elementary based bell-to-bell PreK: Laketown and Southview Elementary Schools
- Kid's Co added Pathway II funding for wrap around childcare options
- Summer 2025 Preschool Summer Camps



What is VPK?

Voluntary PreKindergarten (VPK) funding from the State of Minnesota is an award that comes because of our proven commitment to strong preschool programs

2024-2025

- Tuition free preschool for 54 children who are 4 years old on September 1, 2024
- Classes must have a minimum of 350 instructional hours in the school year calendar
- Students can earn up to 0.6 ADM (Average Daily Membership funding covers up to 496 instructional hours in a school year) with a VPK Scholarship
 - Families are not to be charged any amount of tuition or fees to obtain a VPK spot.

2025-26 (new legislation)

- Preschool for 54 children who are 4 years old on September 1, 2025
 - Students must qualify for VPK under indicators set by state legislation (information found on our [Preschool Scholarship Flier](#))
 - Families are placed on a sliding fee scale
 - Options are now available for full day programming at decreased cost



Contacts:



Renee Sorgenfrie

Early Childhood Manager

952-442-0664



Steven Jensen

Community Education & Recreation Director

952-442-0615



6.C. Proposed Budget Adjustments for SY25-26



MEMORANDUM

TO: ISD 110 School Board

FROM: Brian Gersich, Superintendent

DATE: March 24, 2025

SUBJECT: Proposed Budget Changes 2025-26

Introduction:

The purpose of this document is to provide a high-level summary of the staffing and budget adjustments being considered for fall 2025. Changes in enrollments between cohorts and grade levels will always shift staffing as part of “right-sizing”, which is largely driven by our class size targets. This document and summary are not intended to capture every possible change or iteration, as those routine changes would be captured as part of the annual work of administration to recommend staffing and develop the FY 26 budget for approval. Rather, if deviations from class size averages, projections, or staffing levels were anticipated, they would be presented here.

Proposed Technology Investment:

Instructional Technology:

- Purchase interactive whiteboards for ISD 110 Elementary Schools.
 - As discussed during the February 10, 2025 work session, and also in conversations at WEA listening sessions, the current condition of instructional technology in the district is poor. SV and BV continue to use interactive whiteboards that do not work and are well past their expected useful lifecycle. The Department of Educational Services worked to determine the appropriate replacement boards with the elementary teachers. The cost of the project, including purchase, installation, electrical work, etc. is approximately \$170,000 (which includes 5 “reserve” boards for Laketown if needed.)

Budget Detail:

- As of June 30, 2024, we have a restricted fund balance of \$1,254,488 for Learning & Development, and we have generated between \$800,000 and \$850,000 in Learning and Development funds in each of the last three fiscal years, against expenses ranging from \$200,000 to \$234,000.
- Given the expected fund balance and additional revenue expected for FY 26, along with the fact that the purchase of replacement equipment is more “one

time” by comparison to adding positions, the Learning and Development budget can sustain these investments in needed equipment and will have no impact on the unassigned general fund.

Note: There are other technology purchases planned to replace staff devices and Chromebooks, but those are not included in this summary as the current plan is to purchase this equipment from existing technology budgets.

Proposed Staffing Changes:

Special Education / Student Support Services:

- Add 0.6 FTE Board Certified Behavior Analyst (BCBA)
 - District-wide feedback reveals behavior as a top priority across all grade levels. In order to directly address these needs, alleviate the added time for school psychologists, provide immediate case consultation, and reduce the increasing administrative time spent managing challenging student behaviors, we recommend increasing the currency BCBA position from a 0.4 FTE to a 1.0 FTE.

- Add 1.0 FTE Birth to Five Program
 - The Early Childhood Special Education (ECSE) Birth-2 early intervention case manager is consistently overloaded and is projected to continue growing, reflecting a statewide trend of increasing ECSE cases. The current case manager has surpassed the target workload every month and significantly exceeded the maximum in most recent months. This position would deliver specialized instruction and case management to children aged birth to five, offering home-based early intervention and preschool services at designated sites. Additionally, it involves duties such as behavior consultation and program support to ensure efficient service delivery.

- Add 0.4 FTE Occupational Therapy (OT)
 - The OTs are facing significant strain due to a combination of factors, including a surge in caseloads across numerous locations, a reduction in support staff that has shifted training and direct service responsibilities onto OTs, and frequent staffing shortages requiring them to fill in for other roles. Compounding these issues are increased training demands for new staff, difficulty attending crucial IEP meetings, a rise in students with complex needs, and the heavy reliance of teachers on OTs for consultation, all of which contribute to an overwhelming workload.

Budget Detail:

- As of June 30, 2024, we have a restricted fund balance of \$593,776 for Medical Assistance (MA), and we have generated between \$200,000 and \$280,000 in MA funds in each of the last three fiscal years.
- Paying for the OT position from MA and also moving the Director of SpEd from Federal to MA (allowable expense) provides the funding needed to support the above positions through a combination of the currently utilized state and federal

special education funds. As a result, there is no impact on the unassigned general fund, and the funding stream for these changes is sustainable.

Educational Services - District Level:

- Add 1.0 FTE Literacy Lead
 - Elementary reading instruction is a foundational part of student development. As discussed at the February 10, 2025 work session, the Minnesota READ Act includes a state requirement of having a designated literacy lead. To best honor these requirements, and to maximize the successful implementation of our reading curriculum, the Literacy Lead position was created.

Budget Detail:

- As of June 30, 2024, we have a restricted fund balance of \$205,311 for Literacy Incentive Aid, and we have generated between \$205,000 and \$236,500 in Literacy Incentive Aid revenue in each of the last three fiscal years.
- Given the sources and uses of funds included above, we project a carryover balance of approximately \$100,000 with additional revenue coming for FY 26. Using Literacy Incentive Aid to support the above position has no impact on the unassigned general fund and the funding stream for this change is sustainable.

Deans of Students:

- Retain 2.0 FTE Dean of Students for Waconia High School (WHS) and Waconia Middle School (WMS)
 - As noted in the administrative dean of students presentation in January 2025, the spring 2023 WREAP process resulted in the Education Services Department (formerly teaching and learning) merging a 1.0 FTE to support retaining the deans for both sites. Therefore, for each position, 0.5 FTE is part of the Education Services. Additionally, local grant funds were used to support these positions in FY 25, though those revenues are no longer available.
 - As noted in the budget adjustments document to the board in the spring of 2024, our district ultimately needs to determine if Deans are appropriate and whether these should be funded or discontinued. The January presentation included several compelling reasons for retaining the dean positions, including but not limited to the impact of work they directly complete and the time it permits the building principals to focus on their tasks as instructional leaders. Further, the comparison data demonstrates similar staffing levels for similarly sized Middle and High Schools. It is also notable that supporting teachers with student behavior management, a significant portion of the dean of students role, is a considerable priority, as evidenced by the results from the Visioning and Priorities process this winter.

Budget Detail:

- There is no change in the projected expenditure to maintain this position (other than employee contract changes). However, the financial impact relates to the loss of the \$50,000 in the grant revenue stream previously used to offset the cost of these positions.

Community Education Coordinator:

- Add 1.0 FTE Community Education Coordinator position.
 - As this position is funded from the Community Education Budget (Fund 4), it is included here as a note about other known changes and budget improvements. This position is inherently funded by increased revenues from increased opportunities and enrollment in community education programs. Failure to generate revenues to support this, CE would need to adjust the fees or reduce expenses related to Fund 4. For more details on this proposal, please see the separate attachment.

Budget Detail:

- The preliminary revised budget presented to the Board on February 24, 2025 demonstrated that CE projects revenues to exceed expenses by \$195,026. As noted above, the attached proposal also expresses the intent that this position expand programming to the ISD 110 community which would in turn generate additional revenues for Fund 4.

Conclusion:

Generally speaking, we welcome feedback or additional items for consideration. Formal action would be expected as part of a budget approval when finalized, though action may be warranted to confirm a level of support in the event one or more recommendations do not have consensus support to move forward.



Visioning and Priorities

February 10, 2025

WACONIA PUBLIC SCHOOLS 2024–2028 Strategic Plan



OUR MISSION

ISD 110 maximizes opportunities for all students to **explore their passions and create their success** by committing to a community that includes academic rigor, social growth, and emotional wellbeing.



OUR VISION

ISD 110 commits to:

- Inspiring students to explore a variety of pathways including academic offerings and extra curricular activities that will allow them to recognize who they are and who they will become.
- Fostering a community with a collective sense of belonging and wellbeing.
- Establishing efficient systems and structures as part of a world-class school district that will create opportunities for staff to engage in innovative teaching and students to experience academic success.

OUR STRATEGIC DIRECTIONS

OUR CORE VALUES

Respect

We honor and listen to all voices to ensure everyone feels valued.

Collaboration

We achieve our common goals through trust, teamwork, and partnership.

Inclusiveness

We welcome all and seek multiple perspectives to create one connected community.

Empathy

We listen and act with genuine care.

Resilience

We empower one another and persevere with courage, determination, and optimism.



Student Outcomes

- Elementary student performance on MCAs
- Middle school student performance on MCAs
- High school student readiness for post-high school success



Student & Staff Experience

- Physically and emotionally safe at school
- Recognize & respond to cultural commonalities and differences. Feel welcomed, respected, and heard
- Access to inclusive academic, leadership, service and social experiences



Systems & Structures

- Management of financial resources
- Proactive planning for and management of facilities
- Monitor & promote student enrollment

Strategic Direction	Description	Measure / Metric	Levels				
			Level 1	Level 2	Level 3	Level 4	Level 5
Delivering high-quality instruction that advances academic excellence	Elementary student performance on MCA	Percentage of 3rd-5th grade students who meet or exceed proficiency in reading	59% or below	60%-64%	65%-69%	70%-74%	75% or higher
		Percentage of 3rd-5th grade students who meet or exceed proficiency in math	59% or below	60%-64%	65%-69%	70%-74%	75% or higher
	Middle school student performance on MCA	Percentage of 6th-8th grade students who meet or exceed proficiency in reading	59% or below	60%-64%	65%-69%	70%-74%	75% or higher
		Percentage of 6th-8th grade students who meet or exceed proficiency in math	59% or below	60%-64%	65%-69%	70%-74%	75% or higher
	High school student readiness for post-high school success	Percent of students meeting 3 out of 4 benchmarks for the ACT	34% or below	35%-39%	40%-44%	45%-49%	50% or higher
		Percent of students taking at least one course designated for higher ed and future careers at WHS	65%-69%	70%-74%	75%-79%	80%-84%	85% or higher
Creating and maintaining an experience where students and staff feel safe and supported, engaged, and belong	Physically and emotionally safe at school.	Students surveyed agree or strongly agree they feel safe and supported	80% & Below	81% - 85%	86% - 90%	91% - 95%	96% & above
		Staff surveyed agree or strongly agree they feel safe and supported	80% & Below	81% - 85%	86% - 90%	91% - 95%	96% & above
		Percentage of district safety and emergency plans/drills followed with fidelity	86% & Below	87% - 89%	90% - 93%	94% - 96%	97% & above
	Recognize and respond to cultural commonalities and differences. Feel welcome, respected and heard.	Students and parent/guardians surveyed agree or strongly agree their student feels welcomed, respected, and heard	80% & Below	81% - 85%	86% - 90%	91% - 95%	96% & above
		Staff surveys agree or strongly agree they feel welcomed, respected, and heard	80% & Below	81% - 85%	86% - 90%	91% - 95%	96% & above
		Behavior referrals responded to with restorative and non-exclusionary practices	80% & Below	81% - 84%	85% - 88%	89% - 92%	93% & above
	Access to inclusive academic, leadership, service, and social experiences	Students and parent/guardians surveyed agree or strongly agree they are engaged and involved in school	80% & Below	81% - 85%	86% - 90%	91% - 95%	96% & above
		High school students involved in academic, leadership, service, social, fine arts, and athletic clubs or activities	67% & Below	68% - 72%	73% - 77%	78% - 84%	85% & above
		Staff surveyed agree or strongly agree they are engaged and productive in their position	80% & Below	81% - 85%	86% - 90%	91% - 95%	96% & above
Establishing efficient, effective, and sustainable systems and structures to support the fulfillment of district vision	Management of financial resources	Unassigned fund balance at fiscal year-end	Less than -2%	-1.9% to 2.0%	2.1% to 5%	5.1% to 8%	Greater than 8%
		Findings from the annual ISD 110 audit	4 or more	3	2	1	0
	Proactive planning for and management of facilities	Facilities condition survey results indicate clean spaces in buildings (ranking from 1 to 5, 5 being the highest)	1.0 - 1.9	2.0 - 2.9	3.0 - 3.9	4.0 - 4.4	4.5 - 5
	Monitor and promote ISD 110 student enrollment	Net open enrollment for ISD 110	Less than -200	-200 to - 101	-100 to -51	-50 to 0	Greater than 0
% Wildcat Preschool students retained in Kindergarten or Preschool		less than 74%	75% to 79%	80% to 84%	85% to 89%	90% or greater	

How did we get here?

- Fall site meetings (strategic plan, budget update, ability to consider what we need to meet our strategic plan)
- Full admin met with departments and buildings to facilitate process



Questions during process

- What's working well?
- What isn't working as well as it could?
- Options and Ideas for Solutions
 - Pros
 - Cons
- Prioritizing the list



After site meetings in December

- Building and department leaders brought lists to the full admin team
- Discussed and compiled themes
 - Confirm adheres to strategic priorities
 - Create consensus District list
- Shared list back with sites and departments for additional feedback
- Leadership team works to understand costs of list for spring (still in progress to gain clarity, cost, and plan)



Locate/identify additional funding sources

- grants
- private business
- state resources

#1 - levy/bond

Schedules to free up people to sub take on building/tasks district

#2

SPED model reviews

* Solution: #1 Tosa Inst./Behavior Specialist

Pro

- Available for a classroom daily
- Teach/Partner w/ teachers on interventions/plans
- Teaching small group lessons
- Alternative to SPED referral
- Students build better skills b/f Middle/high school.

- 3 FTE
- Not Ln

* Solution: Replace/Repair Instruction

Pro

- Time on instruction
- Staff experience/less frustration
- Fewer technical issues/maybe more tech integration into learning.

* Solution: K-1 class size always

Pro

- Increase % of kids choosing ISD110
- Foundational learning skills in place for higher % of kids.
- Maintain or lower SPED referrals

Solution: Invest in Safety/Security (Doors/cameras/etc PA systems)

Challenges

- Mental Health Support -
 - SEL
 - Behavior support for students
- Grade 5/ Specialist overcrowding of students in small space → higher behavior needs → challenge when trying to work collaboratively
- Daily # need to be flexible due to sub shortage
- Technology - resources outdated - help sometimes a challenge
- HR/payroll - need updated systems
- Maintenance - challenge to get things repaired
- Nutrient Services - loud lunch

Fing - Tech. Learning Inst. Coaches Behavior Supports ESP positions SUBS x 629 SPED (population growth)

hardware - old equipment inconsistent duct tape

planning/adopting lots of platforms SEL Continuum

improve tech resources

4

Support students in social emotional/needs of students

- Add School therapist
- Add Link at WMS
- updated curriculum at elem + WMS - maybe renewed commitment
- behavior management strategies for teacher

- students experience using tech
- efficient tech districtwide

- Peaceful, happy children
- Students more in learning
- Executive function skills
- School therapist → no cost
- LINK - moving forward teachers have

Add a 4th specialist at elementary

- ability to teach all standards w/ diff materials
- increase enrollment because of if students

Strong Staff/ Collaboration

Inclusive

Unified BELONG PBIS/Teaching expectations/core

- Clean/safe buildings
- Building/team communication
- Preschool in Elem Overall transitions between
- Variety of course offerings (Explore your passions)
- Strong support services for what we need (counselor, social worker, nurse, custodial, etc)
- ESP's are good
- Improved communication (District level)

Results from Process and Ranking



Sites and departments to review and develop:

- Replace/repair instructional technology
- Individualized student behaviors/needs (i.e. review SPED model, instructional/behavior support TOSA, methods for dealing with unique learners making class sizes feel unmanageable)
- Invest in safety and security infrastructure (i.e. cameras, PA systems, emergency communication)
- Adding a fourth specialist rotation at the elementary level
- Broad student behaviors/needs (i.e. training for existing staff)
- K-12 media support

Note: A theme is also advocating we maintain acceptable class sizes where possible.



Class Sizes



We also heard that our team would like to advocate we commit to maintaining acceptable class sizes where possible.

Some context:

- Having and communicating transparent target ranges is a relatively new concept
- We've always, and will always, have to make tough decisions about FTE and class sizes
- Master scheduling with electives and offerings at secondary level is complex and is always a challenge to balance



Additional perspective



Had the elementary target ranges been used in the past, consider the two years before we made budget cuts:

- 21-22 there were two grade levels that were over our set targets: grade 1 at BV and grade 1 at LT
- 22-23 there were two grade levels that were over our set targets: K at BV and grade 2 at LT

After budget cuts:

- 23-24 there were 2 grade levels over target: K at LT and grade 3 at LT
- This year there are 2 grade levels over target: grade 5 at BV and grade 5 at SV
- Also notable: Middle school average class sizes are lower today than before the cuts



Next Steps

- Still working to understand details, associated cost estimates and proposals as to what we could afford to work into our budget
 - “One time” costs versus ongoing costs
- Review of revenue sources, restricted funds, other options
 - Some items on the list are very feasible to support relieving pressure from our team
- Technology review a factor, but as one example, we intend to find a way to start replacing instructional technology that is severely outdated





Questions?



Department of Educational Services

February 10, 2025

Teaching and Learning Department

Prior to 2023-2024
5 FTE

Director of Teaching and Learning

2 Teaching and Learning Managers

2 Instructional Coaches



Department of Educational Services

2023-2025

3 FTE

Director of Teaching and Learning

1 Instructional Coach

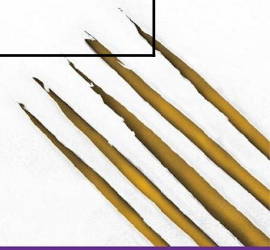
Dean at WMS and WHS - (.5 DES)



Shift in Responsibilities

Director	Instructional Coach	Deans	Principals/APs
Staff Development Curriculum Review Cycle MDE Reporting School Improvement Plans Data Grants EL Program District Assessment Coordinator PGRE	Elementary Instructional Coach Mentor Program PGRE Staff Development Elementary GT Lead	New Teacher Instructional Coach PGRE Secondary Staff Development	Teacher Evaluations SAT Teams WLC

EL= English Language
 PGRE= Professional Growth, Reflection and Evaluation
 GT=Gifted and Talented
 SAT= Student Assistance Teams
 WLC= Waconia Learning Center



READ Act

READ Act Requirements Completed:

- By 2024-2025 - Kindergarten through 3rd grade must be assessed through state approved literacy screener.
- By 2025-2026 - Provide evidence-based reading training to staff to elementary and special education staff.
- By 2026-2027 - Adopt an evidenced-based reading curriculum.

Next Step:

- By August 2025 employ a literacy lead.



Literacy Lead

Additional 1.0 FTE in DES

A district literacy lead must collaborate with district administrators and staff to support the implementation or requirements under the READ Act.

Core Responsibilities in ISD110

- Instructional coach for new reading curriculum.
- Support implementation of interventions at elementary.
- Support data collection and analysis to support student growth.
- Support parent notification and support for students not reading at grade level.





Questions?



MEMORANDUM

TO: ISD 110 Administration

FROM: Steven Jensen- Community Education and Recreation Director

DATE: 1/30/2025

SUBJECT: Community Education and Recreation Coordinator

Purpose

Our department continues to grow, and the demand for more programming has put much stress on our department to provide high quality programming to meet the continued growth and demand our community seeks in enrichment and recreation.

History and/or Context

The Community Education and Recreation department has been operating with 3 recreation and enrichment coordinators for more than 10 years. Our programming has seen significant growth in programming since 2014. In recreation alone we have gone from \$800,000 in recreation revenue in 2014 to \$1,270,000 in recreation revenue in 2024. This significant growth has to do with more registrations, new programs, and growing current programs to offer more. Because of this growth there has been a larger need to manage the facility scheduling across the entire district. Currently the district facility management falls on the Community Education Director, to make sure all spaces are reserved for internal and external reservations. The time and dedication the facility management system needs is much larger than the Director position has to give, to run efficiently.

The Community Education department would like to continue the growth of programming to meet the needs of the community, where we could build on current programming, expand recreation opportunities, and bring on new opportunities.

Proposal Summary

The Community Education Director would like to propose the addition of a 4th Community Education and Recreation Coordinator that would help manage the needs of our community. This position would include 50% facility management, and 50% community education enrichment and recreation programming. We would bring on one additional FTE, knowing that new and expanded programming also brings in additional revenue. Community Education and Recreation has shown the knowledge and understanding to manage a healthy budget to remain fiscally responsible.

Data and Rationale

This table shows the current responsibilities and potential new programming we would like to build.

Rec Coordinator 1	Rec Coordinator 2	Rec Coordinator 3	Potential New Programming
Program Specific Online Scheduling	Program Specific Online Scheduling	Program Specific Online Scheduling	*Coordinate facility scheduling district wide
Brochure Creation	Waconia Soccer Club Competitive Program	Metro Baseball Summer Competitive Baseball Program	*Middle School Intramural Dodgeball Program
Youth Enrichment Class Scheduling	Waconia Fall Recreational Soccer Program	Metro Baseball Fall Competitive Baseball Program	*Elementary Afterschool Activities
Theatre Programing	Waconia Spring Recreational Soccer Program	Waconia Recreational Baseball Program	*High School Spring Intramurals
Waconia Big West Prowlers Competitive Softball	Middle School Co-ed Intramural Volleyball	Waconia Flag Football K - 8th Grade Program	*Ultimate Frisbee League
High School Intramural Basketball	Local League Basketball - 3rd - 6th Grade	Waconia Tackle Football Competitive Program	*Middle School Spring Intramural Flag Football
Elementary After School Floor Hockey	Elementary After School Bowling	Waconia Big West Prowlers Competitive Softball - Field Management/Schedule	*Middle School Intramural Racquetball / Badminton
Softball Skill Clinics	Winter Soccer - Dome Skill Clinics	Elementary After School Floor Hockey	*High School Intramural Dodgeball Program
Non-Sport Activity Camps	Community Education Facility Scheduling	Baseball Skill Clinics	*Elementary Afterschool Activities
Waconia Ski Club	Waconia Youth Lacrosse Competitive Program	Summer T-ball program	*High School Intramural Dodgeball
Community Education Facility Scheduling	Lacrosse Winter Skill Clinics	Community Education Facility Scheduling	*Waconia Recreation Club
Middle School Track and Field	Local League Basketball - 1st - 6th Grade	Waconia Competitive 5th - 8th Grade Volleyball	*Summer Backyard Games

High School Intramural Basketball	Local League Basketball - 3rd - 6th Grade	Local League Basketball - 1st - 6th Grade	*High School Boys / Co-ed Intramural Volleyball
Elementary After School Floor Hockey	Middle School Basketball - 7th / 8th Grade	Local League Basketball - 3rd - 6th Grade	*Elementary Afterschool Activities
Adult Enrichment Class Scheduling	Elementary After School Floor Hockey	Middle School Basketball - 7th / 8th Grade	*United in Development Soccer Program
			*Waconia Soccer Club Futsal Tournament
			*Waconia Soccer Club Outdoor Tournament
			*High School Intramural Football Program
			*Elementary Afterschool Activities
			*Waconia Recreation Club

Measures of Success

We become more efficient within our programming and show continued growth within Community Education. Community Education is unique in that we are able to serve all households that live within the school district and not only the families that attend our schools. We are not just providing for the school families, we are providing for the entire community and in some cases outside of our community, including all ages. We see it as our responsibility to make sure all members of our community have the opportunity to explore their passions. With the addition of another coordinator, we will be able to expand program offers to the community, which will bring on new revenue and become cost neutral to Community Education.

Potential Pitfalls

One major pitfall that we all have learned from happened in 2020. There was a major unknown in what happens in the future and how our local government supports Community Education. There is risk in bringing on more staff, however that risk is willing to take to make sure we are providing for the community. One thing that has been proven, is our families rely on our community education programs to ensure a great community experience.

Proposal Cost Estimates

The cost of an additional FTE would range in \$90,000-\$110,000 including benefits annually depending on experience. It is notable to remember that the additional expense also comes with additional revenue in new and expanded programming. For 2024-2025, this would be an initial investment of less than \$50,000, knowing the revenue would begin the 2025-2026 school year.

Funding

Completely 04 funded, CE has been able to maintain and grow a fund balance consistently. It is important to put this to use to serve the community.

Timeline

We would like to post the position ASAP, when the proposal has been approved.



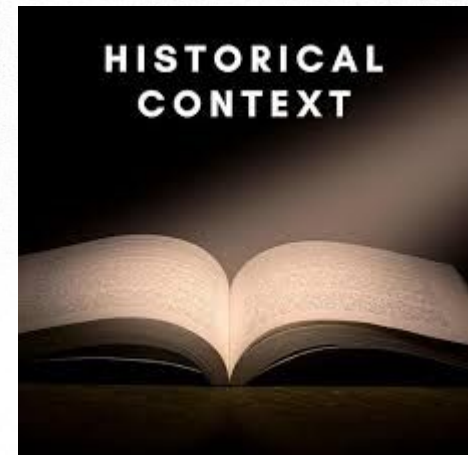
School Board Presentation

Dean Positions at WMS and WHS

Presenters: Shane Clausen & Paul Sparby

How did the Dean positions come about in Fall of 2022?

- Post COVID Increased Office Referrals for Behavior
- Growth in Student Absences
- Academic Deficiencies
 - Need for additional interventions and student supports



Dean of Students Funding History

- 2022-23 ESSR Funds (1.0 WMS/1.0 WHS)

** Spring 2023 Budget Adjustment (next slide) **

- 2023-24 ESSR Funds (0.5 Building/0.5 DES)
- 2024-25 Co-op Grant funded (0.5 Building/
0.5 DES)

ESSR= Elementary and Secondary School Emergency Relief Fund
DES= Department of Education Services



Spring 2023 WREAP Line Item

Reduce 3.5 FTE from 6.5 FTE through the consolidation of technology integration, instructional coaches, and deans of students into 2.0 FTE Teaching and Learning Specialists (elementary and secondary TOSAs) to assume tech integration support.

Note 1: requires a new model for peer evaluation (PLC)

Note 2: 1.0 of coaching positions will be condensed into deans for 2023-24 (COVID funds used for deans)

FTE=Full Time Equivalent

TOSA=Teacher on Special Assignment

PLC=Professional Learning Community

WREAP=Waconia Public Schools Resources in Education Allocation Planning



WMS Dean of Students Assignments

- **Office Referrals/Discipline**
 - Investigate situations, communicate with students and families, collaborate with principals, provide SEL support, Oversee non-exclusionary discipline practices (ie BIP), detention coordinator
- **PBIS Program Lead Teacher (Implementation Year 3 of 3)**
 - Student and Staff Training, Student and Staff Communication, Data Gathering, Data analysis
- **Student Support**
 - Key member of the SAT Team, Multiple Committees (PBIS, Polar Plunge, Anti-Bullying, Grading for Learning)

SEL= Social Emotional Learning

BIP= Behavior Intervention Plan

PBIS= Positive Behavioral Interventions and Supports (K-8 program)

SAT= Student Assistance Team



WMS Dean of Students Assignments

- WEB 6th Grade Transition Program Leader
- Building/Staff Support
 - IEP meetings, collaborate with staff on classroom and student needs, plan and attend extracurricular activities, hallway and lunch safety and supervision
- Instructional Coach Support for Probationary Staff Teachers and continuing contract upon request.
- Districtwide Professional Development- BELONG initiative
- Building Representative at District wide Committees (Technology)

IEP=Individual Education Plan
WEB=Where Everyone Belongs



WMS Office Referral Events

	2021-22 Office Referral Events	2022-23 Office Referral Events	2023-24 Office Referral Events	2024-25 Office Referral Events (1/7/25)
Principal	66/338 (20%)	15/297 (8%)	35/342 (10%)	5/68 (7%)
Asst. Principal(s)	150/338 (44%) <i>(0.5 FTE)</i>	80/297 (27%)	142/342 (42%) <i>(Dean role)</i>	30/68 (44%) <i>(Interim AP)</i>
Dean	122/338 (36%) <i>(0.5 FTE)</i>	202/297 (68%) <i>(No DES duties)</i>	165/342 (48%)	33/68 (49%)
Total Avg. per day	1.98	1.74	2	1.16



WHS Dean of Students Assignments

- **Attendance**
 - Establish and follow attendance process, meet with students, communicate with families, work with other stakeholders (teachers, counselors, Carver County)
- **Discipline**
 - Investigate situations, communicate with students and families, collaborate with principals, provide SEL support
- **WILD Time**
 - Schedule sessions, send reminders to students and staff, arrange coverage, follow up with students who do not sign up
- **Student Support**
 - Part of the SAT Team, MTSS Committee,
- **Building/Staff Support**
 - IEP meetings, collaborate with staff on classroom and student needs, plan and attend ceremonies (Academic Awards, Graduation, etc.)

MTSS=Multi-Tiered System of Supports



WHS Dean of Students Assignments

- **Attendance**

- Meet with an average of 40 students/week
- Met with 241 individual students to date
- Parent emails; letters, and phone calls
- Pre-Diversion meetings with county (7 to date)
- Post-covid attendance issues

- **Discipline**

- Met with 394 students to date (attendance and behavior)
- See office referral slide for additional data

- **Building/Staff Support**

- IEP meetings: 51 to date
- Sub coverage (28 class periods to date)

*updated 1/22/25



WHS Office Referral Events

	2021-22 Office Referral Events	2022-23 Office Referral Events	2023-24 Office Referral Events	2024-25 Office Referral Events (1/22/2025)
Principal	22/129 (17%)	15/156 (10%)	10/148 (7%)	17/123 (14%)
Asst. Principal	107/129 (83%)	49/156 (31%)	24/148 (16%)	17/123 (14%)
Dean	No Dean @ WHS	92/156 (59%)	114/148 (77%)	91/123 (72%)

updated 1/22/25



Contrasting with Role of Principal

With the Dean of Students, the Principal and Assistant principals have time to manage tasks including:

- Providing instructional leadership and visibility in classrooms and common spaces
- Conducting formal and informal classroom observations, evaluations, and coaching conversations
- Leadership for strategic planning and school improvement
- Managing and monitoring site budgets

It is also notable that day to day responsibilities for principals increased after the reduction of the Teaching and Learning Managers (WREAP slide earlier) including:

- Administrative oversight of summer programming, night school, and WLC
- Coordination of standardized assessments
- Additional evaluations and coaching conversations

WREAP= Waconia Public Schools Resources in Education Allocation Planning



Middle School Admin Comparisons

School	Students	Asst. Principals	Licensed Deans	TOSA Deans	Counselor	Social Workers	Total FTEs	School Resource Officer	Additional comments or clarification
Chaska MS East (3 MS)	680	1	1	1	2	1	6	Shared	Inst. Coach 1.0/Curriculum Support 1.0
Sartell MS	992	1	0	0	2	1	4	Shared	1.0 Security/Hall Monitor
Discovery MS (Alexandria)	900	1	0	2	0	1.5	4.5	Yes- On site	
New Prague	940	1	0	0	2	1	4	Shared	Note: Need more help
Orono MS	730	1	0	0	1	1	3	Shared	1 Academic and 1 Behavior Interventionist
Bloomington (3 MS Sites)	600-700	1	0	1	2	1	5	Shared	Shared Cultural Liaisons/Security Monitor
Waconia	880	1	0	1*	2	1	5	Shared	*Dean shared w/ DES



High School Admin Comparisons

HIGH SCHOOL	9-12 ENROLLMENT	FTEs = AP	FTE's = ADs	FTEs = Deans	FTEs = Counselors	Total FTEs	Additional comments or clarification
Chaska High School	1500	1.00	1.50	2.00	4.00	8.50	
Chanhassen High School	1390	1.00	1.50	2.00	4.00	8.50	
New Prague High School	1344	2.00	1.00	0.00	4.00	7.00	
Orono High School	1000	1.00	1.00	0.00	3.00	5.00	1.0 hall monitor
Bloomington Jefferson High School	1750	2.00	1.00	1.00	5.00	9.00	We have 2 student support specialists as well.
St. Louis Park High School	1425	2.00	1.00	0.00	4.00	7.00	5 behavior support specialists
Alexandria High School	1326	1.00	1.00	1.00	4.00	7.00	
Mahtomedi High School	1189	1.00	1.00	0.00	4.00	6.00	
Owatonna High School	1475	2.00	1.00	1.00	5.00	9.00	
Sartell High School	1280	2.00	1.00	0.00	4.00	7.00	
St. Francis High School	1200	2.00	1.00	0.00	3.00	6.00	
Waconia High School	1353	1.00	1.00	1.0	3.00	6.00	*Dean is shared position with DES





Questions?

6.D. Finance Report

Presenter: Pam
Carman, Director of
Finance & Operations

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

WACONIA | February 28, 2025

REVENUE CATEGORIES						February 28, 2025	February 28, 2024	February 28, 2023		
	June 30, 2023	June 30, 2024	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	February 28, 2024	February 28, 2023
STATE	37,260,990	43,525,335	43,868,049	21,485,412	22,382,637	48.98%	49.91%	54.40%	21,725,565	20,269,093
FEDERAL	1,435,007	1,255,094	804,000	58,734	745,266	7.31%	14.14%	45.26%	177,494	649,479
PROPERTY TAXES	10,934,858	10,257,822	10,364,532	5,307,463	5,057,069	51.21%	49.90%	54.35%	5,119,118	5,943,281
LOCAL SALES, INS RECOVERY & JUDGEMENTS	19,760	0	0	7,902	(7,902)	0.00%	0.00%	0.00%	0	0
SALE OF BONDS & LOANS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
LOCAL (FEES, INTEREST, ETC.)	1,364,691	1,702,471	1,396,025	1,252,219	143,806	89.70%	57.91%	32.87%	985,879	448,583
TOTALS	51,015,306	56,740,722	56,432,606	28,111,729	28,320,877	49.81%	49.36%	53.53%	28,008,057	27,310,435

EXPENDITURES (OBJECT SERIES)						February 28, 2025	February 28, 2024	February 28, 2023		
	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	February 28, 2024	February 28, 2023
SALARIES & WAGES	30,121,489	27,539,445	30,579,805	15,823,917	14,755,888	51.75%	54.42%	54.71%	14,988,160	16,478,707
EMPLOYEE BENEFITS	11,405,543	10,431,339	11,816,186	6,505,247	5,310,939	55.05%	57.15%	56.86%	5,961,304	6,485,449
PURCHASED SERVICES	6,812,536	7,612,703	8,159,259	4,678,266	3,480,993	57.34%	54.97%	58.10%	4,184,829	3,957,927
SUPPLIES	2,104,413	1,724,992	1,712,115	798,139	913,976	46.62%	38.41%	53.73%	662,641	1,130,674
EQUIPMENT	1,070,691	904,658	1,332,477	1,132,412	200,065	84.99%	93.36%	88.16%	844,612	943,908
DEBT SERVICE	130,312	83,267	83,287	83,267	20	99.98%	100.00%	73.01%	83,267	95,137
OTHER EXPENDITURES	167,385	284,535	330,144	112,062	218,082	33.94%	40.66%	58.45%	115,678	97,834
OTHER FINANCING USES	66,780	179,732	63,000	0	63,000	0.00%	0.00%	0.00%	0	0
TOTALS	51,879,149	48,760,671	54,076,273	29,133,310	24,942,963	53.87%	55.05%	56.26%	26,840,491	29,189,636

EXPENDITURES (PROGRAM SERIES)						February 28, 2025	February 28, 2024	February 28, 2023		
	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	February 28, 2024	February 28, 2023
SITE ADMINISTRATION	1,053,266	1,009,465	1,265,732	715,106	550,626	56.50%	68.96%	66.27%	696,134	698,040
DISTRICT ADMINISTRATION	441,495	479,268	490,183	305,937	184,246	62.41%	63.22%	64.82%	302,992	286,189
SUPPORT SERVICES	1,918,701	1,696,730	2,109,042	1,295,490	813,552	61.43%	69.54%	66.94%	1,179,986	1,284,423
REGULAR INSTRUCTION	21,773,044	19,683,539	21,693,317	11,075,228	10,618,089	51.05%	52.23%	52.34%	10,280,155	11,396,012
EXTRA-CURRICULAR ACTIVITES	1,956,251	1,970,761	2,122,036	737,445	1,384,591	34.75%	31.14%	37.58%	613,776	735,233
VOCATIONAL INSTRUCTION	487,456	536,073	550,798	347,458	203,340	63.08%	50.37%	55.13%	269,999	268,732
SPECIAL EDUCATION	10,686,590	10,567,638	11,685,564	5,930,249	5,755,315	50.75%	53.10%	54.43%	5,611,009	5,817,153
COMMUNITY SERVICES	0	8,848	0	10,948	(10,948)	0.00%	61.87%	0.00%	5,474	0
INSTRUCTIONAL SUPPORT	3,472,102	2,462,123	2,860,994	1,564,475	1,296,519	54.68%	62.54%	64.04%	1,539,839	2,223,699
PUPIL SUPPORT SERVICES	4,419,696	4,958,436	5,475,650	2,877,997	2,597,653	52.56%	54.05%	58.25%	2,679,914	2,574,693
FACILITIES	5,287,970	4,820,100	5,317,957	3,609,857	1,708,100	67.88%	65.72%	65.91%	3,167,777	3,485,434
OTHER FINANCING USES	382,579	567,689	505,000	663,122	(158,122)	131.31%	86.92%	109.79%	493,438	420,030
TOTALS	51,879,149	48,760,671	54,076,273	29,133,310	24,942,963	53.87%	55.05%	56.26%	26,840,491	29,189,636

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

WACONIA | February 28, 2025

ACTIVITY - OTHER FUNDS

	February 28, February 28, February 28,									
	June 30, 2023	June 30, 2024	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	February 28, 2024	February 28, 2023
REVENUE										
FOOD SERVICE	2,466,765	3,388,847	3,475,575	1,182,379	2,293,196	34.02%	36.04%	19.19%	1,221,377	473,281
COMMUNITY EDUCATION	3,543,981	4,221,222	4,015,267	2,794,734	1,220,533	69.60%	64.62%	70.98%	2,727,647	2,515,618
CONSTRUCTION	0	6,158,103	10,839,500	43,143	10,796,357	0.40%	0.00%	0.00%	0	0
DEBT SERVICE	8,576,173	9,557,211	9,376,864	5,029,500	4,347,364	53.64%	54.12%	52.84%	5,172,110	4,531,357
TRUST	7,944	11,250	5,000	3,000	2,000	60.00%	17.78%	50.35%	2,000	4,000
CUSTODIAL	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
INTERNAL SERVICE	457,960	550,381	475,000	271,219	203,781	57.10%	55.19%	66.64%	303,749	305,168
OPEB REVOCABLE TRUST	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
OPEB IRREVOCABLE TRUST	82,217	152,627	100,000	53,576	46,424	53.58%	49.46%	45.64%	75,494	37,527
OPEB DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	(28)
TOTALS	15,135,041	24,039,642	28,287,206	9,377,552	18,909,654	33.15%	39.53%	51.98%	9,502,378	7,866,922

	February 28, February 28, February 28,									
	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	February 28, 2024	February 28, 2023
EXPENDITURES										
FOOD SERVICE	3,268,082	3,472,583	3,597,627	1,791,176	1,806,451	49.79%	55.41%	58.49%	1,924,209	1,911,381
COMMUNITY EDUCATION	3,067,784	3,902,578	3,787,078	2,571,476	1,215,602	67.90%	58.75%	61.72%	2,292,778	1,893,326
CONSTRUCTION	0	2,061,110	15,239,314	544,413	14,694,901	3.57%	0.00%	0.00%	0	0
DEBT SERVICE	9,411,981	9,396,831	9,328,000	9,576,854	(248,854)	102.67%	99.98%	100.00%	9,394,831	9,411,981
TRUST	12,444	4,500	5,000	7,188	(2,188)	143.75%	88.89%	36.16%	4,000	4,500
CUSTODIAL	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
INTERNAL SERVICE	567,713	448,577	485,000	288,890	196,110	59.56%	69.99%	76.13%	313,976	432,191
OPEB REVOCABLE TRUST	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
OPEB IRREVOCABLE TRUST	278,268	346,417	300,000	1,748	298,252	0.58%	0.43%	0.47%	1,483	1,315
OPEB DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
TOTALS	16,606,272	19,632,597	32,742,019	14,781,745	17,960,274	45.15%	70.96%	82.23%	13,931,278	13,654,694

SUMMARY - ALL FUNDS

	February 28, February 28, February 28,									
	June 30, 2023	June 30, 2024	Adopted Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	February 28, 2024	February 28, 2023
SUMMARY										
REVENUE	66,150,347	80,780,364	84,719,812	37,489,281	47,230,531	44.25%	46.44%	53.18%	37,510,435	35,177,357
EXPENDITURES	68,485,420	68,393,268	86,818,292	43,915,055	42,903,237	50.58%	59.61%	62.56%	40,771,769	42,844,330
SPENDING VARIANCE	(2,335,074)	12,387,096	(2,098,480)	(6,425,774)	N/A	N/A	N/A	N/A	(3,261,334)	(7,666,973)

7. **ACTION ITEMS**

7.A. Bond Sale

Presenter: Pam
Carman, Director of
Finance and
Operations

CERTIFICATION OF MINUTES RELATING TO
\$19,785,000 GENERAL OBLIGATION FACILITIES MAINTENANCE AND REFUNDING
BONDS, 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 March 24, 2025 at 7:00 p.m. at the District Office.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO \$19,785,000 GENERAL OBLIGATION
FACILITIES MAINTENANCE AND REFUNDING BONDS, SERIES 2025A;
RATIFYING THE AWARD OF SALE, PRESCRIBING THE FORM AND
DETAILS AND PROVIDING FOR THE PAYMENT THEREOF

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 24th day of February, 2025.

School District Clerk

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

RESOLUTION RELATING TO \$19,785,000 GENERAL OBLIGATION FACILITIES MAINTENANCE AND REFUNDING BONDS, SERIES 2025A; RATIFYING THE AWARD OF SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT THEREOF

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; SALE AND RATIFICATION.

1.01. Authorization. Pursuant to a resolution adopted on December 16, 2024 (the Parameters Resolution), this Board determined it to be in the best interests of the District to authorize the issuance and sale of its General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A (the Bonds) pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, the proceeds of which will be used, together with any funds of the District which might be required, to: (i) finance certain facilities maintenance projects, including but not limited to indoor air quality/HVAC improvements, as described in the District's ten-year facility plan (collectively, the Project), as described in the District's ten-year facility plan approved by both the Board and the Commissioner (the Commissioner) of the Department of Education of the State of Minnesota (the Facility Plan); and (ii) refund, in a current refunding, the 2034 and 2037 maturities (the Refunded Bonds) of the District's outstanding General Obligation School Building Bonds, Series 2015B, dated as of February 18, 2015, and issued in the original principal amount of \$75,000,000 (the Refunding). Notwithstanding anything to the contrary in the Parameters Resolution, the Refunded Bonds will be redeemed on June 26, 2025 (the Redemption Date).

The District has published a notice in its official newspaper describing the Project, the amount of such Bonds that will finance the Project, and the total amount of District indebtedness.

The portion of the Bonds issued to finance the Project will be in the principal amount of \$8,680,000 and herein called the Facilities Maintenance Bonds.

The portion of the Bonds issued to refund the Refunded Bonds will be in the principal amount of \$11,105,000 and herein called the Refunding Bonds.

The Parameters Resolution further authorized PMA Securities, LLC, in Albertville, Minnesota (PMA) to proceed with a negotiated sale of the Bonds with an established underwriter and authorized the Superintendent or Director of Finance and Operations and any Board officer to approve the sale of the Bonds and execute a bond purchase agreement for the Bonds with said underwriter, provided that:

- (a) the aggregate principal amount of the Facilities Maintenance Bonds shall not exceed \$9,300,000 and the true interest cost shall not exceed 5.00%; and

(b) the aggregate principal amount the Refunding Bonds shall not exceed \$12,200,000 and shall result in a minimum savings of \$250,000.

The maturities of the Bonds are allocated between these purposes of the issue as follows:

<u>Year</u>	<u>Facilities Maintenance Bonds</u>	<u>Refunding Bonds</u>	<u>Total</u>
		--	
2026	\$ 320,000	\$ 95,000	\$ 415,000
2027	300,000	--	300,000
2028	335,000	--	335,000
2029	650,000	--	650,000
2030	690,000	--	690,000
2031	835,000	--	835,000
2032	--	--	--
2033	--	--	--
2034	915,000	5,185,000	6,100,000
2035	485,000	--	485,000
2036	650,000	--	650,000
2037	910,000	5,825,000	6,735,000
2038	695,000	--	695,000
2039	730,000	--	730,000
2040	570,000	--	570,000
2041	595,000	--	595,000
TOTAL	\$ 8,680,000	\$ 11,105,000	\$ 19,785,000

1.02. Sale. A proposal that meets the requirements set forth in the Parameters Resolution has been received from Piper Sandler & Co. in Minneapolis, Minnesota (the Purchaser), to purchase \$19,785,000 in aggregate principal amount of the Bonds at a price of \$21,373,536.15, on the further terms and conditions hereinafter set forth.

1.03. Ratification of Award. Pursuant to the Parameters Resolution, the sale of the Bonds has been awarded by the Director of Finance and Operations and the Board Treasurer to the Purchaser. The sale of the Bonds to the Purchaser and the execution of the bond purchase agreement by the Director of Finance and Operations and the Board Treasurer with the Purchaser for the sale of the Bonds to the Purchaser are hereby ratified in all respects.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated as of April 8, 2025, shall be in denominations of \$5,000 or any integral multiple thereof of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of issue until paid or called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2026	\$ 415,000	5.000%
2027	300,000	5.000
2028	335,000	5.000
2029	650,000	5.000
2030	690,000	5.000
2031	835,000	5.000
2034	6,100,000	5.000
2035	485,000	5.000
2036	650,000	5.000
2037	6,735,000	5.000
2038	695,000	5.000
2041	1,895,000	4.000

For purposes of complying with the maturity provisions of Minnesota Statutes, Section 475.54, subdivision 1, the maturity schedule for the Bonds shall be combined with the maturity schedules for the District's outstanding general obligation bonds.

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1, commencing February 1, 2026, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04. Redemption. The Bonds maturing on and after February 1, 2034 and later years shall be subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and within a maturity by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2033, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The Clerk shall cause notice of the call for redemption thereof to be published as required by law and, at least thirty (30) days prior to the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their

addresses as they appear on the bond register described in Section 2.06 hereof but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

Bonds maturing on February 1, 2041 (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

Term Bonds Maturing in 2041

<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
2039	\$730,000
2040	570,000
2041*	595,000

*stated maturity

Notice of redemption shall be given as provided in the preceding paragraph.

2.05. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Chairperson and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of

Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and

charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk and shall be executed on behalf of the District by the signatures of the Chairperson and the Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or Clerk, if not previously filed or if required to be re-filed with DTC, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

SECTION 3. FORM OF BONDS. The Bonds shall be prepared in substantially the form found at EXHIBIT A hereto.

SECTION 4. USE OF PROCEEDS; REFUNDING.

4.01. General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A Construction Fund. There is hereby established on the official books and records of the District a General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A Construction Fund (the Construction Fund), and the District shall continue to maintain the Construction Fund until payment of all costs and expenses incurred in connection with the Project financed by the Facilities Maintenance Bonds have been paid. To the Construction Fund there shall be credited from the proceeds of the Facilities Maintenance Bonds an amount equal to the estimated construction costs and expenses of the Project and from the Construction Fund there shall be paid all such construction costs and expenses. After payment of all such construction costs and expenses, the Construction Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund established by Section 4.02 hereof.

4.02. Refunding. Upon payment for the Bonds by the Purchaser, Refunding Bond proceeds shall be used as follows: (a) \$12,100,227.11 shall be deposited in a special escrow account with U.S. Bank Trust Company, National Association, as escrow agent (the Escrow Agent) to be applied as directed by the Escrow Agreement (defined below); (b) \$72,581.92 shall be used to pay costs of issuance of the Refunding Bonds; and (c) \$3,994.93 shall be deposited in the Debt Service Fund created in Section 4.03(b) hereof.

The Clerk and the Chairperson are hereby authorized to enter into an escrow agreement with the Escrow Agent establishing the terms and conditions for the escrow account (the Escrow Agreement).

The Clerk is hereby directed to advise Bond Trust Services Corporation, Roseville, Minnesota, as paying agent for the Refunded Bonds, to call the Refunded Bonds for redemption and prepayment on the Redemption Date, and to give thirty (30) days mailed Notice of Redemption, substantially in the form attached hereto as Exhibit B, all in accordance with the provisions of the resolution authorizing the issuance of the Refunded Bonds.

4.03. General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A Debt Service Fund. So long as any of the Bonds are outstanding and any principal of or interest thereon unpaid, the District shall maintain a separate debt service fund on the official books and

records of the District to be known as the General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A Debt Service Fund (the Debt Service Fund), which the District agrees to maintain until the Bonds have been paid in full, and the principal of and interest on the Bonds shall be payable from the Debt Service Fund. The moneys on hand in the Debt Service Fund from time to time shall be used only to pay the principal of and interest on the Bonds.

Within the Debt Service Fund shall be established the following accounts:

(a) Facilities Maintenance Bonds Account. The District irrevocably appropriates to the Facilities Maintenance Bonds Account:

- i. any funds received from the Purchaser upon delivery of the Facilities Maintenance Bonds in excess of (A) the amount required by Section 4.01 above to be credited to the Construction Fund and (B) the amount required to be set aside for payment of the costs of issuance of the Facilities Maintenance Bonds;
- ii. the amounts specified in Section 4.01 above, after payment of all costs and expenses of the Project;
- iii. all taxes levied and collected in accordance with this resolution or any additional resolutions of the Board;
- iv. amounts, if any, transferred from the general fund account for long-term facilities maintenance to the Debt Service Fund, pursuant to Minnesota Statutes, Section 123B.595, subdivision 10(a)(4); (e) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9; and
- v. all other moneys as shall be appropriated by the Board to the Facilities Maintenance Bonds Account from time to time. If any payment of principal of and interest on the Facilities Maintenance Bonds shall become due when there is not sufficient money in the Facilities Maintenance Bonds Account to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Facilities Maintenance Bonds when available.

The moneys on hand in the Debt Service Fund from time to time shall be used only to pay the principal of and interest on the Bonds. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the Facilities Maintenance Bonds Account of the Debt Service Fund. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facilities maintenance revenue not recognized in the Facilities Maintenance Bonds Account of the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Facility Plan costs not financed by the Facilities Maintenance Bonds. If any payment of principal of and interest on the Bonds shall become due when there is

not sufficient money in the Debt Service Fund to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available.

(b) Refunding Bonds Account. The District irrevocably appropriates to the Refunding Bonds Account:

- i. any funds received from the Purchaser upon delivery of the Refunding Bonds in excess of (A) the amount required by Section 4.02 above to accomplish the Refunding and (B) the amount required to be set aside for payment of the costs of issuance of the Refunding Bonds;
- ii. the amounts specified in Section 4.02 above, after accomplishing the Refunding;
- iii. all taxes levied and collected in accordance with this resolution or any additional resolutions of the Board;
- iv. amounts, if any, transferred from the general fund account for long-term facilities maintenance to the Debt Service Fund, pursuant to Minnesota Statutes, Section 123B.595, subdivision 10(a)(4); (e) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9; and
- v. all other moneys as shall be appropriated by the Board to the Refunding Bonds Account from time to time. If any payment of principal of and interest on the Refunding Bonds shall become due when there is not sufficient money in the Refunding Bonds Account to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Refunding Bonds when available.

4.04. Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment of principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, subdivision 1, there is hereby levied on all taxable property in the District a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the District, as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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(See attached levy computation)

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided that the District reserves the right and power to reduce the levies in the manner and to the extent

permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts not less than five percent in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and interest on the Facilities Maintenance Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

4.05. Debt Service Fund Balance Restriction. In order to ensure compliance with the Internal Revenue Code of 1986 (the Code), and applicable Treasury Regulations (the Regulations), upon allocation of any funds to the Debt Service Fund, the balance then on hand in the Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay or purchase Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 5. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the registered owners of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date. Provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the District shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is

sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

SECTION 6. TAX COVENANTS, ARBITRAGE MATTERS, REIMBURSEMENT AND CONTINUING DISCLOSURE.

6.01. Restrictive Action. The Project and the projects refinanced by the Refunding Bonds, will be owned and maintained by the District and used to carry out its program of public education. The District shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the Project or the projects refinanced by the Refunding Bonds or a portion thereof which would cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to the provisions of Section 141 of the Code. The District covenants and agrees with the registered owners of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations.

6.02. Arbitrage Certification. The Chairperson and Clerk being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations.

6.03. Arbitrage Rebate. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

6.04. NOT Qualified Tax-Exempt Obligations. The Bonds are NOT “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

6.05. Reimbursement. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure with respect to the Project which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or

(ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the District hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The District is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the District fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The District will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the District, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the District, commencing with the fiscal year ending June 30, 2025, the following financial information and operating data in respect of the District (the Disclosure Information):
 - (A) the audited financial statements of the District for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the District, noting the

discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the District; and

- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “SOCIO-ECONOMIC CHARACTERISTICS – Largest Taxpayers;” “FINANCIAL INFORMATION;” and “SUMMARY OF DEBT AND DEBT STATISTICS;” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the District shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the District shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The District shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the District have materially changed or been discontinued, such Disclosure Information need no longer be provided if the District includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other District operations in respect of which data is not included in the Disclosure Information and the District determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the District shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
- (A) principal and interest payment delinquencies;
 - (B) non-payment related defaults, if material;
 - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) substitution of credit or liquidity providers, or their failure to perform;
 - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

- (G) modifications to rights of Bond holders, if material;
- (H) Bond calls, if material and tender offers;
- (I) defeasances;
- (J) release, substitution, or sale of property securing repayment of the Bonds if material;
- (K) rating changes;
- (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule; and
- (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the District to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the District under subsection (d)(2);
 - (C) the termination of the obligations of the District under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the District.

(c) Manner of Disclosure.

- (1) The District agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the District in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the District under this section shall terminate and be without further effect as of any date on which the District delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the District to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements

of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the District from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the District accompanied by an opinion of Bond Counsel, who may rely on certificates of the District and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the District or the type of operations conducted by the District, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the District agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 7. CERTIFICATION OF PROCEEDINGS.

7.01. Filing with County Auditors. The Clerk is hereby authorized and directed to file with the County Auditors of Carver and Hennepin Counties a certified copy of this resolution together with such other information as the County Auditors shall require and to obtain from the County Auditors a certificate that the Bonds have been entered upon the bond registers and that the tax for the payment of the Bonds has been levied as required by law.

7.02. Certification of Proceedings. The officers of the District and the County Auditors are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies,

certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District to the correctness of all statements contained herein.

7.03. Official Statement. The Superintendent and Director of Finance and Operations are hereby authorized and directed to review and approve all necessary disclosures in connection with the issuance of the Bonds. The Municipal Advisor is hereby authorized, on behalf of the District, to prepare and distribute to the Purchaser of the Bonds, within seven business days from the sale date of the Bonds, a final official statement (the “Final Official Statement”) listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Final Official Statement by the Rule, in the form approved by the Superintendent and Director of Finance and Operations. The Purchaser is hereby authorized to use and distribute the Final Official Statement in connection with the offering of the Bonds. The Superintendent and Director of Finance and Operations are hereby authorized and directed to sign such certifications as may be necessary or required by counsel or the purchaser(s) with respect to the completeness and accuracy of the Preliminary Official Statement dated February 5, 2025, as supplemented by a Supplement to Preliminary Official Statement dated March 7, 2025, and the Final Official Statement to be dated on or around March 12, 2025. All actions heretofore or hereafter taken by District officers and staff, or by others acting on behalf of the District, with respect to the project to be financed with proceeds of the Bonds, the structuring of the financing, the marketing and sale of the Bonds, the preparation of legal documents and the consummation of the transaction contemplated by this resolution, including but not limited to the engagement of third-party advisors and counsel, are hereby ratified and approved in full.

SECTION 8. STATE PAYMENT; DISTRICT AND REGISTRAR OBLIGATIONS. The District hereby covenants and obligates itself to notify the Commissioner of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the State Payment Law), to guarantee, to the extent permitted by law, payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each February 1 and August 1 as set forth in Section 2.03 hereof, an amount sufficient to make that payment or to notify the Commissioner as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar will notify the Commissioner if it becomes aware of a potential default in the payment of principal of and interest on the Bonds on any payment date or if, on the date two business days prior to the date on which a payment is due, there are insufficient funds on deposit with the Registrar to make the required payment on such date. The Registrar will cooperate with the District, the Commissioner and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which

may be necessary to perform the Bonds hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Management and Budget or the Commissioner.

Upon vote being taken on the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted

TAX LEVIES

Facilities Maintenance Portion

Assessment Year	Collection Year	Facilities Maintenance
2024	2025	\$ 690,694.81
2025	2026	\$ 734,002.50
2026	2027	\$ 755,002.50
2027	2028	\$ 1,068,165.00
2028	2029	\$ 1,076,040.00
2029	2030	\$ 1,192,065.00
2030	2031	\$ 271,477.50
2031	2032	\$ 271,477.50
2032	2033	\$ 1,232,227.50
2033	2034	\$ 732,690.00
2034	2035	\$ 880,477.50
2035	2036	\$ 1,119,352.50
2036	2037	\$ 845,827.50
2037	2038	\$ 846,090.00
2038	2039	\$ 647,430.00
2039	2040	\$ 649,740.00

2015B Refunding Portion

Assessment Year	Collection Year	Outstanding 2015B Bonds	2025A Refunding	Total
2024	2025	\$ 4,167,246.57	\$ 574,257.40	\$ 4,741,503.97
2025	2026	\$ 6,838,551.57	\$ 578,025.00	\$ 7,416,576.57
2026	2027	\$ 6,834,299.07	\$ 578,025.00	\$ 7,412,324.07
2027	2028	\$ 6,836,294.07	\$ 578,025.00	\$ 7,414,319.07
2028	2029	\$ 6,833,721.57	\$ 578,025.00	\$ 7,411,746.57
2029	2030	\$ 6,837,081.57	\$ 578,025.00	\$ 7,415,106.57
2030	2031	\$ 6,835,559.07	\$ 578,025.00	\$ 7,413,584.07
2031	2032	\$ 6,834,404.07	\$ 578,025.00	\$ 7,412,429.07
2032	2033	\$ 853,709.07	\$ 6,022,275.00	\$ 6,875,984.07
2033	2034	\$ 7,074,959.07	\$ 305,812.50	\$ 7,380,771.57
2034	2035	\$ 7,074,795.00	\$ 305,812.50	\$ 7,380,607.50
2035	2036	\$ 458,810.63	\$ 6,422,062.50	\$ 6,880,873.13
2036	2037	\$ 7,404,560.63	\$ -	\$ 7,404,560.63
2037	2038	\$ 7,404,573.75	\$ -	\$ 7,404,573.75
2038	2039	\$ -	\$ -	\$ -
2039	2040	\$ -	\$ -	\$ -

EXHIBIT A

UNITED STATES OF AMERICA

STATE OF MINNESOTA
CARVER AND HENNEPIN COUNTIES

INDEPENDENT SCHOOL DISTRICT NO. 110 (WACONIA PUBLIC SCHOOLS)

GENERAL OBLIGATION FACILITIES MAINTENANCE AND REFUNDING BOND,
SERIES 2025A

R-1 \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
___%	February 1, 20__	April 8, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 110 (WACONIA PUBLIC SCHOOLS), CARVER AND HENNEPIN COUNTIES, STATE OF MINNESOTA (the District), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2026, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond prior to its stated maturity. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank Trust Company, National Association, in Minneapolis, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the resolution described herein (the Registrar). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$19,785,000 (the Bonds), issued by the District to finance certain facilities maintenance projects, including but not limited to indoor air quality/HVAC improvements and refinance certain outstanding general obligation school building bonds of the District and is issued pursuant to and in full conformity with a resolution adopted by the School Board on March 24, 2025 (the Bond Resolution), the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Section 123B.595 and Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

The Bonds having stated maturity dates on and after February 1, 2034 and later years are each subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the

District shall determine and, within a maturity, by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2033, and on any date thereafter, at a price equal to the principal amount thereof plus interest accrued to the date of redemption. The District will cause notice of the call for redemption to be published as required by law and, at least thirty (30) days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

Bonds maturing in the years 2041 shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

Term Bonds Maturing in 2041

<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
2039	\$730,000
2040	570,000
2041*	595,000

*stated maturity

Notice of redemption shall be given as provided in the preceding paragraph.

As provided in the Bond Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the District.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 110 (Waconia Public Schools), Carver and Hennepin Counties, State of Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and Clerk.

INDEPENDENT SCHOOL DISTRICT NO. 110
(WACONIA PUBLIC SCHOOLS), MINNESOTA

(Facsimile Signature – Chairperson)

(Facsimile Signature - Clerk)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Bond Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Registrar

By _____
Authorized Representative

**EXHIBIT B
NOTICE OF REDEMPTION**

\$75,000,000 General Obligation School Building Bonds, Series 2015B
Dated as of February 18, 2015
Independent School District No. 110 (Waconia Public Schools), Minnesota

NOTICE IS HEREBY GIVEN THAT there have been called for redemption and prepayment on June 26, 2025, or next business day, a portion of the outstanding Bonds of the above referenced issue which mature on February 1 in the following years and amounts and having the interest rates and CUSIP numbers listed below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number®</u>
*2034	\$5,695,000	4.000%	930047 MF9
*2037	6,300,000	5.000	930047 MJ1

*indicates full call.

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of the Bonds should present them for payment to Bond Trust Services Corporation, Roseville, Minnesota, on or before said date, when they will cease to bear interest, in the following manner:

By Mail , Overnight Mail, or Courier Service, or In Person, By Hand:

Bond Trust Services Corporation
Attention: Bond Trust Services
3060 Centre Point Drive
Roseville, Minnesota 55113

651-697-8500 Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Paying Agent shall not be responsible for the selection of or use of the CUSIP number, nor is any representation made as to its correctness indicated in this Notice of Redemption. It is included solely for the convenience of the Holders.

Additional information may be obtained from the undersigned or from PMA Securities, Inc., 5928 Kyler Avenue NE, 2nd Floor, Albertville, Minnesota 55301, (763) 497-1490, municipal advisor to the District.

Dated: _____, 2025.

BY ORDER OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 110
(WACONIA PUBLIC SCHOOLS), MINNESOTA

/s/ _____
School District Clerk

CERTIFICATE OF CARVER COUNTY AUDITOR
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Carver, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on March 24, 2025, by the School Board of Independent School District No. 110 (Waconia Public Schools), Minnesota, setting forth the form and details of an issue of \$19,785,000 General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A, dated as of April 8, 2025, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this _____ day of _____, 2025.

Carver County Auditor

(SEAL)

CERTIFICATE OF HENNEPIN COUNTY AUDITOR
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Hennepin, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on March 24, 2025, by the School Board of Independent School District No. 110 (Waconia Public Schools), Minnesota, setting forth the form and details of an issue of \$19,785,000 General Obligation Facilities Maintenance and Refunding Bonds, Series 2025A, dated as of April 8, 2025, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this ____ day of _____, 2025.

Hennepin County Auditor

(SEAL)



PMATM
SECURITIES

March 24, 2025

ISD 110 Waconia Public Schools

G.O. Facilities Maintenance and Refunding Bonds Sale Summary

Michael Hart

VP, Managing Director
mhart@pmanetwork.com
612-509-2569

Steve Pumper

Senior Vice President
spumper@pmanetwork.com
612-509-2565



G.O. Facilities Maintenance and Refunding Bonds, Series 2025A

▶ Purpose:

- ▶ The Bonds will be used to provide funds for indoor air quality and HVAC improvements projects as described in the District's ten-year facility plan and current refund on June 26, 2025, the 2034 and 2037 maturities of the District's outstanding General Obligation School Building Bonds, Series 2015B.

▶ Mechanism

- ▶ G.O. Facilities Maintenance and Refunding Bonds

▶ Authority

- ▶ Minnesota Statutes, Sections 123B.595 and Chapter 475.



Sale Summary

	December 2024 Numbers	Final
Par Amount	\$19,860,000	\$19,785,000
Premium	\$1,636,161	\$1,659,891
True Interest Cost	4.00%	3.86%
Gross Savings	\$841,178	\$995,488
Present Value Savings	\$539,949	\$685,270
Total Principal and Interest	\$29,755,470	\$29,227,766
Deposit to Construction	\$9,140,000	\$9,140,000



Sources and Uses

	LTFM Bonds	Refund 2015B Bonds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$8,680,000.00	\$11,105,000.00	\$19,785,000.00
Reoffering Premium	547,082.05	1,112,809.10	1,659,891.15
Total Sources	\$9,227,082.05	\$12,217,809.10	\$21,444,891.15
Uses Of Funds			
Deposit to Current Refunding Fund	-	12,100,227.11	12,100,227.11
Deposit to Project Construction Fund	9,140,000.00	-	9,140,000.00
Underwriter's Discount (0.300%)	26,040.00	33,315.00	59,355.00
Financial Advisor (PMA Securities)	24,921.76	31,884.35	56,806.11
Bond Counsel (Dorsey & Whitney)	14,258.28	18,241.72	32,500.00
Rating Agency Fee (Moody's)	11,450.49	14,649.51	26,100.00
Underwriter's Counsel (Kutak Rock)	5,264.59	6,735.41	12,000.00
Disclosure Counsel (Dorsey & Whitney)	4,387.16	5,612.84	10,000.00
Rounding Amount	(954.73)	4,949.66	3,994.93
Paying Agent (US Bank)	1,451.27	1,856.73	3,308.00
Escrow Agent (US Bank)	263.23	336.77	600.00
Total Uses	\$9,227,082.05	\$12,217,809.10	\$21,444,891.15



2015B Savings

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2026	546,911.81	3,968,806.26	4,510,768.41	4,511,606.26	837.85
02/01/2027	550,500.00	6,512,906.26	7,063,406.26	7,055,706.26	(7,700.00)
02/01/2028	550,500.00	6,508,856.26	7,059,356.26	7,051,656.26	(7,700.00)
02/01/2029	550,500.00	6,510,756.26	7,061,256.26	7,053,556.26	(7,700.00)
02/01/2030	550,500.00	6,508,306.26	7,058,806.26	7,051,106.26	(7,700.00)
02/01/2031	550,500.00	6,511,506.26	7,062,006.26	7,054,306.26	(7,700.00)
02/01/2032	550,500.00	6,510,056.26	7,060,556.26	7,052,856.26	(7,700.00)
02/01/2033	550,500.00	6,508,956.26	7,059,456.26	7,051,756.26	(7,700.00)
02/01/2034	5,735,500.00	813,056.26	6,548,556.26	7,050,856.26	502,300.00
02/01/2035	291,250.00	6,738,056.26	7,029,306.26	7,053,056.26	23,750.00
02/01/2036	291,250.00	6,737,900.00	7,029,150.00	7,052,900.00	23,750.00
02/01/2037	6,116,250.00	436,962.50	6,553,212.50	7,051,962.50	498,750.00
02/01/2038	-	7,051,962.50	7,051,962.50	7,051,962.50	-
02/01/2039	-	7,051,975.00	7,051,975.00	7,051,975.00	-
Total	\$16,834,661.81	\$78,370,062.60	\$95,199,774.75	\$96,195,262.60	\$995,487.85

PV Analysis Summary (Net to Net)

Net Present Value Benefit	\$685,270.19
Net PV Benefit / \$13,128,852.39 PV Refunded Debt Service	5.220%



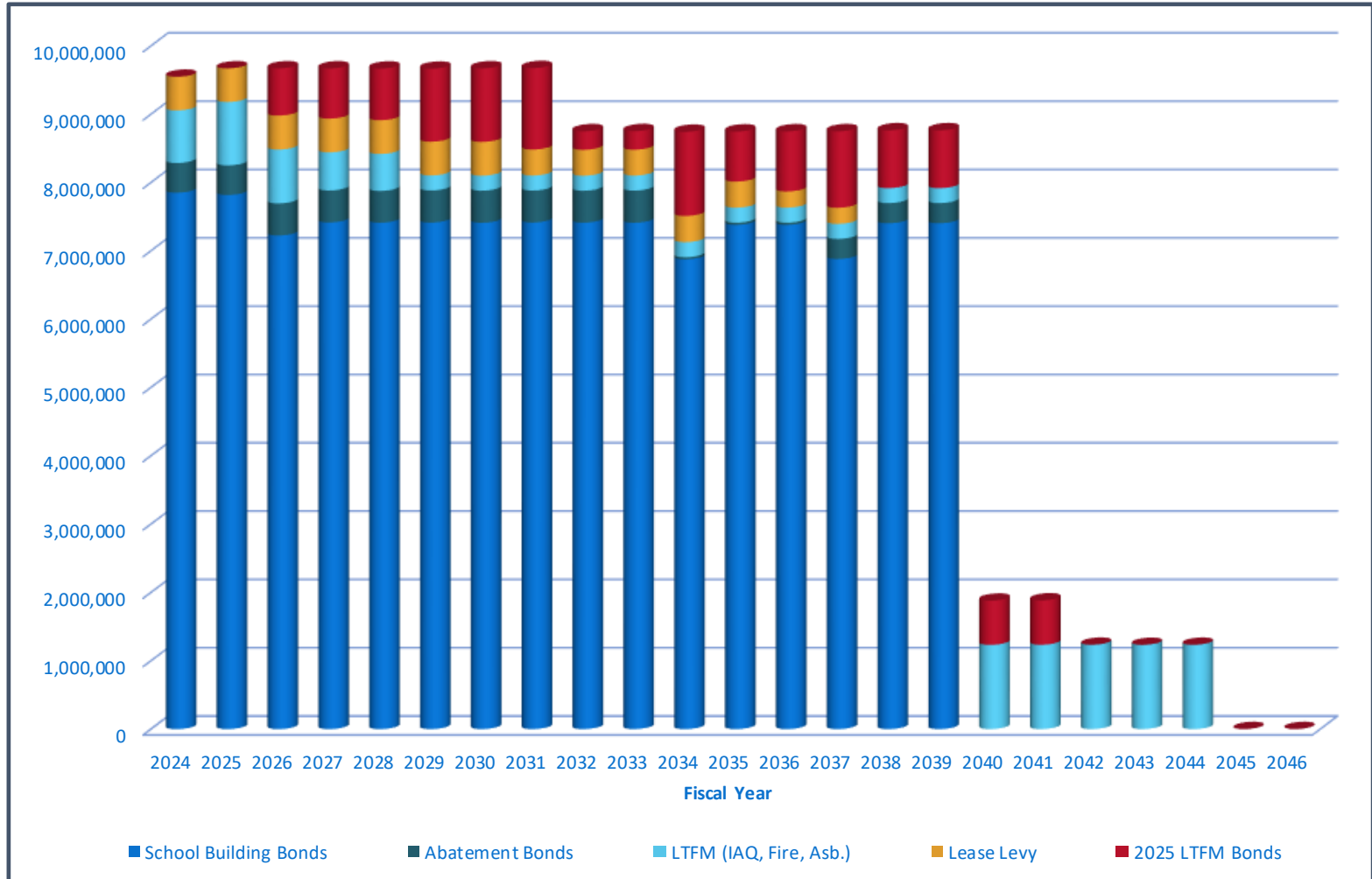
Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/08/2025	-	-	-	-	-
08/01/2025	-	-	304,566.39	304,566.39	-
02/01/2026	415,000.00	5.000%	485,150.00	900,150.00	1,204,716.39
08/01/2026	-	-	474,775.00	474,775.00	-
02/01/2027	300,000.00	5.000%	474,775.00	774,775.00	1,249,550.00
08/01/2027	-	-	467,275.00	467,275.00	-
02/01/2028	335,000.00	5.000%	467,275.00	802,275.00	1,269,550.00
08/01/2028	-	-	458,900.00	458,900.00	-
02/01/2029	650,000.00	5.000%	458,900.00	1,108,900.00	1,567,800.00
08/01/2029	-	-	442,650.00	442,650.00	-
02/01/2030	690,000.00	5.000%	442,650.00	1,132,650.00	1,575,300.00
08/01/2030	-	-	425,400.00	425,400.00	-
02/01/2031	835,000.00	5.000%	425,400.00	1,260,400.00	1,685,800.00
08/01/2031	-	-	404,525.00	404,525.00	-
02/01/2032	-	-	404,525.00	404,525.00	809,050.00
08/01/2032	-	-	404,525.00	404,525.00	-
02/01/2033	-	-	404,525.00	404,525.00	809,050.00
08/01/2033	-	-	404,525.00	404,525.00	-
02/01/2034	6,100,000.00	5.000%	404,525.00	6,504,525.00	6,909,050.00
08/01/2034	-	-	252,025.00	252,025.00	-
02/01/2035	485,000.00	5.000%	252,025.00	737,025.00	989,050.00
08/01/2035	-	-	239,900.00	239,900.00	-
02/01/2036	650,000.00	5.000%	239,900.00	889,900.00	1,129,800.00
08/01/2036	-	-	223,650.00	223,650.00	-
02/01/2037	6,735,000.00	5.000%	223,650.00	6,958,650.00	7,182,300.00
08/01/2037	-	-	55,275.00	55,275.00	-
02/01/2038	695,000.00	5.000%	55,275.00	750,275.00	805,550.00
08/01/2038	-	-	37,900.00	37,900.00	-
02/01/2039	730,000.00	4.000%	37,900.00	767,900.00	805,800.00
08/01/2039	-	-	23,300.00	23,300.00	-
02/01/2040	570,000.00	4.000%	23,300.00	593,300.00	616,600.00
08/01/2040	-	-	11,900.00	11,900.00	-
02/01/2041	595,000.00	4.000%	11,900.00	606,900.00	618,800.00
Total	\$19,785,000.00	-	\$9,442,766.39	\$29,227,766.39	-



Combined Debt Service

Bond Summary (All Debt with Direct Tax Impact)





Calendar

Date	Action Item
December 16, 2024	Review Finance Plan with Board
December 16, 2024	Board Considers Parameters Resolution
December 17, 2024	Draft of POS distributed for review
December 17, 2024	Prepare and send RFP to potential Underwriters
January 7, 2025	Receive RFPs and select Underwriter
January 21, 2025	Rating Call and Due Diligence Call
By February 5, 2025	Rating Received & POS released to Underwriter
March 7, 2025	Supplement to POS released to Underwriter
March 12, 2025	Bond Pricing (Interest Rates Locked)
March 24, 2025	Board Considers Ratifying Resolution
April 8, 2025	Bond Closing
June 26, 2025	Bond Call



Rating

- ▶ Moody's Rating for Waconia ISD 110
 - ▶ Upgraded to Baa2
- ▶ Highlight from the Rating Report
 - ▶ “Improved financial position, with fiscal 2024 marking the first year of positive available fund balance since fiscal 2018, and our expectation that reserves will continue to grow in fiscals 2025 and 2026. The financial position has historically been a credit weakness, but is improving following new management, voter authorized increases to levies, increased state funding for the special education cross subsidy, and significant expenditure cuts.”



Next Steps

- ▶ Funds will be available to draw as project expenditures come due
- ▶ Proceeds will be invested so that funds are available based on construction draw schedules
- ▶ Investment earnings can be used to enhance the project budget
- ▶ PMA will help monitor for compliance with IRS Arbitrage/Rebate regulations



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7.B. E-Rate Award

Presenter: Pam
Carman, Director of
Finance and
Operations



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Erika Nesvig, Director of Education Services
Aleks Simanovich, Technology Manager

DATE: March 24, 2025

SUBJECT: Award of Vendor for Network Switches

As a continuation of the discussions presented to the Finance Committee on February 10, 2025, and the School Board on February 24, 2025, we recommend awarding the contract for network switches to Tech Check as the selected vendor. We selected TechCheck Company as the vendor and Ruckus as the product because it provided the best price and integrates smoothly with our existing Ruckus wireless system. This simplifies management, minimizes setup challenges, and ensures reliable performance for our schools.

This award does not commit the district to a specific number of switches purchased or any financial obligation at this time. All purchases will be contingent upon final budget allocations and funding availability for FY26.

This recommendation aligns with the district's E-Rate procurement process, ensuring compliance with federal guidelines while securing the best value for the district's network infrastructure needs.

We request the Board's approval to proceed with the selection of Tech Check as the vendor for network switches.

Attachments:

- Finance Committee Memo (dated February 10, 2025)
- Board Approval to Proceed Memo (dated February 24, 2025)
- E-Rate Switches Sourcing Summary



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Erika Nesvig, Director of Education Services
Aleks Simanovich, Technology Manager

DATE: February 24, 2025

SUBJECT: Approval to proceed with FCC Form 470 for E-Rate

The district is eligible to receive up to \$454,875.50 in technology funding for the final cycle year of the FCC E-Rate program.

To maximize the available funding, Waconia Public Schools will be conducting a formal bid process to assure award compliance, transparency, as well as securing the best value for the applicable equipment and services.

This process will include a published bid advertisement, a public bid opening, as well as filing of the required FCC Form 470.

This plan was presented to the Finance Committee on February 10, 2025, and is now being brought forward for Board approval.

The scheduled timeline for this award process includes:

- **Public advertising of opportunity (two weeks):** February 27 - March 13, 2025
- **Bid opening date:** March 14, 2025
- **Bid award date:** March 24, 2025
- **E-Rate funding request submission deadline:** March 26, 2025

Approval at this time is necessary to ensure we meet all deadlines and remain eligible for this cycle's available E-Rate funding.

This approval does not commit the district to any specific purchases but, instead, authorizes the initiation of the sourcing process to satisfy both FCC and State requirements should the district move forward on an award applicable to the E-Rate program in the current cycle.

We request Board approval to proceed with the FCC Form 470 filing and competitive bidding process.



MEMORANDUM

TO: ISD 110 Finance Committee

FROM: Pam Carman, Director of Finance & Operations
Erika Nesvig, Director of Education Services
Aleks Simanovich, Technology Manager

DATE: February 10, 2025

SUBJECT: Overview and Status Update on E-Rate Funding and Procurement Timeline

Overview of E-Rate Program

The E-Rate program is a federally administered initiative designed to provide schools and libraries with discounts on telecommunications, internet access, and internal connections. Managed by the Universal Service Administrative Company (USAC) and funded through the Universal Service Fund, this program supports the expansion and maintenance of technology infrastructure essential for modern education.

Schools and libraries qualify for E-Rate discounts based on their poverty level and geographic location, ensuring equitable access to necessary technology resources. Two primary methods exist for utilizing E-Rate funds:

- Service Provider Invoice (SPI): The vendor applies the discount directly, reducing the amount paid by the district.
- Billed Entity Applicant Reimbursement (BEAR): The district pays the full amount upfront and applies for reimbursement afterward.

E-Rate Funding Year 2024 (July 1, 2024 – June 30, 2025)

Waconia Public Schools has committed \$254,530.50 in E-Rate funding for the 2024 funding year. The following items were procured:

Item	Cost
400 Ruckus Access Points (configuration, installation, licenses)	\$214,259.84
Fortinet Firewall (configurations, license)	\$25,613.78
Eaton Uninterrupted Power Supplies	\$14,534.00

These purchases were made using the SPI method, meaning the district only paid 50% of the total cost, with the remaining balance covered by the E-Rate program.

Future E-Rate Procurement Plan: Competitive Bidding Timeline

Waconia Public Schools has \$454,785.50 in available E-Rate funds for additional technology investments. While our current budget does not allow for all necessary purchases, we are applying for the full funding amount to maintain flexibility in decision-making. This ensures that, once we receive the final Pivotalogic Technology Assessment, we can prioritize the most critical needs. If we do not apply for the full amount now, we lose the opportunity to secure these funds due to application deadlines.

Application Deadlines:

1. Finance Committee Review & Board Approval
 - Finance Committee Presentation: February 10, 2025
 - Board Approval to Proceed: February 24, 2025
2. Bid Review and Award
 - Bid opening date: March 14, 2025
 - Award date: March 24, 2025
 - Funding request submission deadline: March 26, 2025
3. Procurement & Deployment Timeline
 - Earliest possible purchase and scheduling of equipment delivery: July 1, 2025 (Start of funding year)
 - Deadline for equipment installation: September 30, 2026 (15-month installation window allows for budget flexibility)

Planned Technology Purchases

As part of the District's technology upgrade initiative, the following potential purchases are being considered:

- Fiber Aggregation Switches
- Headend Switch for Each Building
- Multi-Gig Switches for Top of Each Closet
- Edge/Remote Closet Switches
- Stacking Cables
- Optics
- Patch cables
- Network Licensing System
- Installation and Configuration

However, we will not move forward with the purchase of switches or any other technology unless the funding is available and it is deemed a priority following our final Pivotalogic Technology Assessment. This assessment will help us determine whether instructional technology needs outweigh the necessity of additional network infrastructure upgrades. Resources will be adjusted accordingly to best support district priorities.

Conclusion

The E-Rate program is an essential funding source for Waconia Public Schools, helping sustain and expand our technology infrastructure. By following the outlined timeline and procurement process, we will maximize our funding while ensuring compliance with federal regulations.

Applying for the full available E-Rate funding now is critical to maintaining flexibility in future purchasing decisions. Without this step, we risk losing access to these funds within the application deadlines. No purchases will move forward unless adequate funding is secured and the technology assessment confirms their priority.

7.C. Second Read Board Policies

7.C.1. 503 Student Attendance

503 STUDENT ATTENDANCE

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

I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

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

2. Parent or Guardian's Responsibility

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

3. Teacher's Responsibility

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

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with **them the parent or guardian** and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: This paragraph quotes Minnesota Statutes, section 120A.22.]

- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

Commented [1]: Is this new language and state statute?

Commented [2R1]: Yes, this was part of the laundry list of updates MSBA made following the 2024 Legislative session.

[NOTE: The school district may choose to include subparagraph (b).]

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

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- (1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - (a) child illness, medical, dental, orthodontic or counseling appointments, including appointments conducted through telehealth;
 - (b) family emergencies;
 - (c) the death or serious illness or funeral of an immediate family member;
 - (d) active duty in any military branch of the United States;
 - (e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or
 - (f) other exemptions included in this attendance policy.
- (2) that the child has already completed state and district standards required for graduation from high school; or
- (3) that is is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

[NOTE: Subparagraph 3 above incorporates the 2024 amendment to Minnesota Statutes, section 120A.22, subdivision 12.]

- ~~(1) — Illness.~~
- ~~(2) — Serious illness in the student's immediate family.~~
- ~~(3) — A death or funeral in the student's immediate family or of a close friend or relative.~~
- ~~(4) — Medical, dental, or orthodontic treatment, or a counseling appointment.~~
- ~~(5) — Court appearances occasioned by family or personal action.~~
- ~~(6) — Religious instruction not to exceed three hours in any week.~~
- ~~(7) — Physical emergency conditions such as fire, flood, storm, etc.~~
- ~~(8) — Official school field trip or other school-sponsored outing.~~
- ~~(9) — Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.~~
- ~~(10) — Family emergencies.~~
- ~~(11) — Active duty in any military branch of the United States.~~
- ~~(12) — A student's condition that requires ongoing treatment for a mental health diagnosis.~~

[Note: In 2024, the Minnesota legislature amended Minnesota Statutes, section 120A.22, subdivision 12. The legitimate exceptions set forth above quote this statute. Minnesota State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota Statutes section 120A.22, subdivision 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within a minimum of 2 days from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Missed bus.
- (6) Overslept
- (7) Non-prearranged family vacation.
- (8) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).
- (9) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56. Days during which a student is suspended from school shall not be counted in a

student's total cumulated unexcused absences.

- (2) Truancy Pre-Diversion
 - (a) After 5 Unexcused Absences
 - Send 2nd notification to parent/guardian **AND**
 - The school will contact Carver County Truancy to schedule a pre-diversion
 - The school will also contact the parent/legal guardian regarding the truancy pre-diversion meeting.
- (3) Truancy Diversion
 - (a) After 7 Unexcused Absences:
 - The school files the truancy paperwork with intake at Carver County Social Services
 - Once the referral has been made, the school and the assigned Social Worker will be in contact to schedule a Truancy Contract Meeting.
- (4) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (5) Students with unexcused absences will also be subject to discipline in the following manner:
 - (a) Students with unexcused absences are expected to make up missed work in the same timeline as excused absences. When a student that has repeated absences that are unexcused, the building administrator can determine that the student is not eligible to make up the missed work.

[NOTE: MSBA encourages school boards to consider whether imposition of academic penalties for unexcused absences is consistent with the district's mission and pedagogical approach. If a school board determines that academic penalties should not be imposed, section 2(b) should be deleted or rewritten]

C. Tardiness

1. Definition: Students are expected to be in ~~their~~ the student's assigned area at designated times. Failure to do so constitutes tardiness.
 2. Procedures for Reporting Tardiness
 - a. Students tardy at the start of school must report to the school office for an admission slip.
 - b. Tardiness between periods will be handled by the teacher.
 3. Excused Tardiness

Valid excuses for tardiness are:

 - a. Illness.
 - b. Serious illness in the student's immediate family.
 - c. A death or funeral in the student's immediate family or of a close friend or relative.
 - d. Medical, dental, orthodontic, or mental health treatment.
 - e. Court appearances occasioned by family or personal action.
 - f. Physical emergency conditions such as fire, flood, storm, etc.
 - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
 4. Unexcused Tardiness
 - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
 - b. Consequences of tardiness may include detention after 3 unexcused tardies. In addition, 3 unexcused tardies are equivalent to one unexcused absence.
- D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs
1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
 2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if that student has an unexcused absence from any class during the day.
4. If a student is suspended from any class, that student may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, the student must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

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

IV. DISSEMINATION OF POLICY

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

V. REQUIRED REPORTING

A. Continuing Truant

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

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statute section 260A.03 provides that the school attendance officer or other designated

school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

[Note: When truancy services and programs under Minnesota Statutes Chapter 260A are available within the school district, the following provisions should also be included in the policy.]

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

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

Legal References: Minnesota Statutes § 120A.05 (Definitions)
Minnesota Statutes § 120A.22 (Compulsory Instruction)
Minnesota Statutes § 120A.24 (Reporting)
Minnesota Statutes § 120A.26 (Enforcement and Prosecution)
Minnesota Statutes § 120A.34 (Violations; Penalties)
Minnesota Statutes §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minnesota Statutes § 260A.02 (Definitions)
Minnesota Statutes § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minnesota Statutes § 260C.007, Subd. 19 (Habitual Truant Defined)
Minnesota Statutes § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

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

Policy Adopted: July 11, 1988,
Amended: February 12, 1996, / June 2003 / November 2005 / reviewed February 9, 2009 / October 2017 / Reviewed: Dec. 2020 / December 2021/ amended July 2024
Independent School District #110
Waconia, MN

7.C.2. 506 Student Discipline

506 STUDENT DISCIPLINE

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

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy. Each school has handbook to explain disciplinary procedures.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" shall be defined as policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes,

section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support the duties all school personnel performing ~~ing their duties~~ within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parent(s) or legal guardian(s). Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support the duties to all school personnel performing ~~ing their duties~~ within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. In exercising the principal's lawful authority, the principal may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restrict or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority,

a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. ~~The superintendent shall authorize and direct Their~~ responsibilities relating to student behavior ~~to all school district personnel shall be as authorized and directed by the superintendent~~. A school employee, school bus driver, or other agent of a school district, in exercising ~~their~~ the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

- F. Parents or Legal Guardians. ~~A child's p~~Parent(s) ~~and~~ or legal guardian(s) shall be held responsible for the behavior of ~~their that~~ children as determined by law and community practice. ~~A child's parent(s) or legal guardian(s)~~ They are expected to cooperate with school authorities and to participate regarding the behavior of ~~their that~~ children.
- G. Students. All students shall be held responsible for a student's individually ~~responsible for their~~ behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section

125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For ~~their~~ the student's own behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;

- I. To volunteer information in disciplinary cases should ~~they~~ the student have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for

stakes;

4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco or tobacco paraphernalia;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or

matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of mobile phones or other technology to accomplish this end;
35. Impertinent or disrespectful language toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other

students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support the efforts of teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 - 1. a student causes or is likely to cause serious physical harm to other students or staff;
 - 2. the student's parent or guardian specifically consents to the use of recess detention; or
 - 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;

- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of

instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class ~~more than~~ ten (10) or more times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student from a Class
 - 1. Students must be sent to the principal's office or another area clearly designated by the building principal. The teacher should follow the communication protocol established by the principal or designee.
 - 2. The referring staff shall provide the building principal or designee an explanation for the removal using the appropriate district-approved behavior documentation system.
- D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
 - 1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- E. Responsibility for and Custody of a Student Removed from Class
 - 1. Students must go to the principal's office or another area designated by the building principal.
 - 2. Depending on the age of the student and severity of the situation, the teacher will determine if a student must be accompanied to the designated area.
 - 3. Students may be engaged in one or more of the following: calming strategies, classwork, learning focused on the reason for the removal or restorative activities while removed from the class.
 - 4. The principal or designee will provide custodial care of the student when a student is removed from class until the student returns to class.
- F. Procedures for Return of a Student to a Specific Class from which the Student

was Removed

1. When a teacher removes a student from class, the principal or designee shall follow up with teachers to develop a re-entry plan.
2. After the teacher has removed the student from class the teacher will provide the principal or designee with documentation of a record of teacher interventions and parent or guardian contacts.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. When a teacher removes a student from class, the principal or designee shall follow up with teachers to develop a re-entry plan.
2. After the teacher has removed the student from class the teacher will provide the principal or designee with documentation of a record of teacher interventions and parent or guardian contacts.

H. Students with a Disability; Special Provisions

- further
review
(IEP).
1. A student's special education case manager will be notified of the incident leading to removal from class to determine if there is a need for assessment.
 2. A student's special education case manager will be notified of the incident leading to removal from class to determine if there is a need for a of the adequacy of the current Individualized Education Program
 3. The principal or designee will follow the MTSS procedures set by the district to determine if a student is in need of special education services.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students while on School Premises

1. The preassessment team will be developed following the steps outlined in District Policy 417 Chemical Use and Abuse.
2. The teacher will report suspected chemical abuse to the principal or designee who will then follow steps outlined with the preassessment team.
3. The principal or designee, the teacher and the MTSS team will meet to develop interventions that may be needed for the student tied to violations of the Code of Student Conduct.

XII. DISMISSAL

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings, or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform ~~their~~ the duties of school personnel, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, ~~school readiness plus~~, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the sSchool bBoard, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing

alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to ~~their~~ the parent's or guardian's student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to ~~their~~ the parent's or guardian's student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the

conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student

from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and ~~his or her~~ the student’s parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of ~~their~~ the witness(es)’s testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian ~~of their~~ has the right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost

legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian ~~that provides providing them~~ the representative with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason

for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion~~ary~~ action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and ~~their~~ the student's parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for ~~their~~ the parent's child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the

definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon

request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
[MSBA/MASA Model Policy 419 \(Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Policy Adopted: November 2005

Revised: November 2009 / May 2012 / June 2015/ May 2016 / October 2017 / January 2024 / May 2024/July 2024

Reviewed: June 2018/ April 2021/ June 2022

Independent School District No. 110
Waconia MN

7.C.3. 512 School-Sponsored Student Publications
and Activities

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of official school publications and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.
- B. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- C. ~~A s~~Students who believes ~~their~~ the student's right to free expression has been unreasonably restricted in an official student publication or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications and activities shall be under the supervision of a faculty advisor and the school principal. Official publications and activities shall be subject to the guidelines set forth below.
 - 2. Official school publications may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. “Minor” means any person under the age of eighteen (18).
- D. “Obscene to minors” means:
 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- ~~E. “Official school publications” means school newspapers, yearbooks or material produced in communications, journalism or other writing classes as a part of the curriculum.~~
- E. “School activities” means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in school lunch periods.
- F. “School-sponsored media” means material that is:
 1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 2. distributed or generally made available to student in the school; and

3. prepared by a student journalist under the supervision of a student media advisor.

School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.

G. “Student journalist” means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.

“Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the community.

H. “Student media advisor” means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

[NOTE: The 2024 Minnesota legislature enacted the new definitions above and the new language in Article IV. below.]

IV. GUIDELINES

A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.

B. Student Expression in ~~an official school publication~~ school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
2. ~~is libelous or slanderous;~~ is defamatory;
3. is profane, harassing, threatening, or intimidating;
4. constitutes an unwarranted invasion of privacy;
5. violates federal or state law;

6. causes a material and substantial disruption of school activities;

7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;

8. advertises or promotes any product or service not permitted for minors by law;

~~4. encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;~~

9. expresses or advocates sexual, racial or religious harassment or violence or prejudice; or

10. is distributed or displayed in violation of time, place and manner regulations.

C. The school district must not retaliate or take adverse employment action against a student media advisor for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.

D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media advisor from teaching professional standards of English and journalism to student journalists.

~~Expression in an official school publication or school-sponsored activity is subject to editorial control by the school district over the style and content so long as the school district's actions are reasonably related to legitimate pedagogical concerns.~~ These may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
2. assuring that readers or listeners are not exposed to material that may be inappropriate for ~~their~~ the reader's level of maturity;
3. assuring that the views of the individual speaker are not erroneously attributed to the school;
4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;

6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

E. Time, Place and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. **POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

[NOTE: This model policy is crafted to fulfill the obligation stated above.]

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed. 2d 592 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Morse v. Frederick, U.S., 127 S.Ct. 2618, 168 L.Ed. 2d 290 (2007)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References: MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 904 (Distribution of Materials on School
District Property by Nonschool Persons)

Policy Adopted: June 2003

Reviewed November 2005, revised January 2010, reviewed February 2020, revised July 2023

Independent School District 110

Waconia, MN

7.C.4. 524 Internet Acceptable Use

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
 - 1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

- d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.
 7. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement.

Staff may use the district system for limited personal use provided there is no additional cost to the district and use shall not cause disruption or loss of productivity and avoids distraction or interference with other staff or students
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally

violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:

- a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.
 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for

parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 - 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 - 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 - 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 - 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 - 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider's employees or contractors have access to educational data only if authorized; and
 - 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 2. the activity is permitted under a judicial warrant;
 3. the school district is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

[NOTE: In 2024, the Minnesota legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones in school by March 15, 2025. This law does not state that school districts must incorporate specific language or provisions in the school district policy.]

MSBA recognizes the common practice of setting forth cell phone rules in a student handbook or similar document. This Article directs school administration to establish cell phone rules, which the school board may require be presented to the board for approval. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings. The school board may choose to set forth general principles regarding cell phone use in this Article.

Under the new law, the Minnesota Elementary School Principals Association and the Minnesota Association of Secondary School Principals will collaborate to make best practices available to schools on a range of different strategies to achieve the goals

[stated above.\]](#)

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
[Minn. Stat. § 121A.73 \(School Cell Phone Policy\)](#)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ____, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance
Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District
Property by Nonschool Persons)

Policy Adopted: January 2008

Policy Revised: May 2016 / June 2017/ Jan. 2021/April 2021 / revised January 2022 / revised July
2023

Reviewed: June 2022

Independent School District No. 110

Waconia, MN

7.C.5. 802 Disposition of Obsolete Equipment and
Material

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.
- C. “Obsolete property” means any District commodities, equipment, materials, or supplies that are obsolete, unused, not needed for a public purpose, or ineffective for current use.

IV. MANNER OF DISPOSITION

A. Authorization

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

B. Contracts Over \$175,000

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

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

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

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

D. Contracts \$25,000 or Less

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

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

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

F. Notice of Quotation

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

G. Sales to Employees

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

H. Donation of Surplus Property

1. By resolution, the School board may authorize the donation of obsolete property (not including real property) to an organization outside the school district, if the School Board concludes that the property has de minimis value or no value. When such a donation is made, the organization receiving the donated property must pay all costs associated with the donation of the obsolete property, including, but not limited to, any costs associated with loading or unloading the property, shipping the property, and storage of the property.

2. As a condition to receiving a donation of obsolete property, an organization must sign a written waiver that is substantially in the following form or such other form as is approved by the School Board's legal counsel:

I am an authorized representative of [ORGANIZATION NAME]. Independent School District No. 110 ("District") is donating the following obsolete property that it has determined has little or no value to the District: [DESCRIBE THE PROPERTY]. On behalf of [ORGANIZATION NAME], I acknowledge that the property is being donated "as is" and without any express or implied warranties, promises, or guarantees from the District. I also acknowledge that the District makes no representations as to whether the property is safe, fit, or appropriate for any general or specific use. On behalf of [ORGANIZATION NAME], I waive and release the District from any and all liability, including any claims for damages, arising out of or related to any future use of the donated property. [ORGANIZATION NAME] also agrees to defend and indemnify the District against any claim for damages, or any other form of liability, arising out of or related to any use of the donated property.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student

is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
[Minn. Stat. § 471.85 \(Property Transfer; Public Corporations\)](#)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA School Law Bulletin “F” (School District Contract and Bidding Procedures)

Policy Adopted: September 2004, April 2007, May 2010, June 2018
Revised: August 2020 / January 2022, revised September 2023
Independent School District #110
Waconia, MN

7.C.6. 519 Interviews of Students by Outside
Agencies

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

I. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

II. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Maltreatment of Minors Act, Minn. Stat. § 626.556, Subd. 10, a local welfare agency and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender. perpetrator or parent, legal custodian, guardian, or school district official.

[NOTE: This change is found in Minnesota Statutes, section 260E.22.]

- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minn. Stat. § 626.556, Subd. 10 (c) may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

- C. When the local welfare or local law enforcement agency determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency responsible for the investigation.

- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.

- E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 626.556, Subd. 10(c) and (d) (Duties of Local Welfare Agency and Local Law enforcement agency upon receipt of a report)

Cross References: Policy 109 (Complaints - Students, Employees, Parents, Other Persons)
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 515 (Protection and Privacy of Pupil Records)

Policy Adopted: July 2003 / December 19, 2005
Policy Reviewed: September 2017 / December 2020 / July 2023
Independent School District #110
Waconia, MN

7.C.7. 701 Establishment and Adoption of School
District Budget

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Minnesota Commissioner of the Minnesota Department of

Education within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes, section 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the **Minnesota** Commissioner **of Education** as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

Policy Adopted: June 2004, November 2006
Revised September 2017, reviewed August 2020, revised September 2023

Independent School District #110
Waconia, MN

7.C.8. 721 Uniform Grant Guidance Policy
Regarding Federal Revenues Sources

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

[NOTE: In October 2024, MSBA updated Article II to ensure that the definitions are presented in alphabetical order. School districts may choose whether to adopt this change.]

- A. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).

Grants

1. ~~“State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).~~
2. ~~“Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.~~

~~*[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]*~~

- B. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal

award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

~~“Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.~~

- C. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

~~“Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:~~

- ~~1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability); or~~
 - a. ~~The cost reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).~~
- ~~2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost reimbursement contract awarded under the federal Acquisition Regulations.~~
- ~~3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.~~

- D. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

~~“Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not~~

~~include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.~~

E. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability); or

b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

Procurement Methods

~~1. “Procurement by micro purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).~~

~~[Note: Minnesota school districts may choose to increase their federal micro purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]~~

~~2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other~~

~~property that do not cost more than \$250,000 (periodically adjusted for inflation).~~

- ~~3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.~~
- ~~4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.~~
- ~~5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.~~

F. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

~~“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.~~

- G. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

~~“Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries.~~

~~Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation – Fringe Benefits).~~

H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).

[Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$175,000 \$250,000 (periodically adjusted for inflation).

[NOTE: Despite the federal government’s increase in the dollar cap for small purchases, Minnesota law limits the cap to \$175,000.]

3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

~~“Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.~~

- J. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.

~~“Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.~~

- K. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.

~~“Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.~~

- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any

potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified

suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.

2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. **Competition.** The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. **Property Standards.** The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with

federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;
2. Information that the federal agency or pass-through entity designates as sensitive; and

3. Other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 CFR 200.303, which establishes internal controls that the school district must implement.]

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should ~~align be in compliance~~ with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with the United States Constitution, federal statutes, regulations, and the terms and conditions of the federal award.

The school district must ~~also~~ evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must ~~also~~ take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. "Omni Circular" or "2 Code of Federal Regulations, Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations, Part 200s under specific conditions:
1. Advisory councils;

2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 Code of Federal Regulations, Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not

mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the

federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with

federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
 2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729-3733).

The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and Pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided

outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

6. Costs of severance pay are allowable only to the extent that, in each case,

severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
 - 1. Critical and necessary for the conduct of the project;
 - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 - 3. Consistent with the school district's cost accounting practices and school district policy; and
 - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

- 1. Participation of the individual is necessary to the federal award; and
- 2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations section 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

- Legal References:***
- 2 C.F.R. § 200.1 (Definitions; Capital Assets)
 - 2 C.F.R. § 200.112 (Conflict of Interest)
 - 2 C.F.R. § 200.113 (Mandatory Disclosures)
 - 2 C.F.R. § 200.205~~(d)~~ (Federal Awarding Agency Review of Merit of Proposals Risk Posed by Applicants)
 - 2 C.F.R. § 200.214 (Suspension and Debarment)
 - 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 - 2 C.F.R. § 200.302 (Financial Management)
 - 2 C.F.R. § 200.303 (Internal Controls)
 - 2 C.F.R. § 200.305(b)(1) (Federal Payment)
 - 2 C.F.R. § 200.310 (Insurance Coverage)
 - 2 C.F.R. § 200.311 (~~Federally-Owned and Exempt Real~~ Property)
 - 2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
 - 2 C.F.R. § 200.313(d) (Equipment)
 - 2 C.F.R. § 200.314 (Supplies)
 - 2 C.F.R. § 200.315 (Intangible Property)
 - 2 C.F.R. § 200.318 (General Procurement Standards)
 - 2 C.F.R. § 200.319(c) (Competition)
 - 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)

2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.339 ([Remedies for Noncompliance](#))
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
~~MSBA/MASA Model Policy 210.1 (Conflict of Interest—Charter School Board Members)~~
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Policy Adopted: September 2017

Revised: August 2020, January 2024

Independent School District No. 110

Waconia, MN

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

- 8.A.1. 606 Textbooks and Instructional Materials **Presenter:** Erika Nesvig, Director of Education Services

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent [or designee] the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
1. support the goals and objectives of the education programs;
 2. consider the needs, age, and maturity of students;
 3. foster respect and appreciation for cultural diversity and varied opinion;
 4. fit within the constraints of the school district budget;
 5. are in the English language. Another language may be used, pursuant to Minnesota Statutes section [124D.59 to 124D.61](#);
 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
 7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent [or designee] shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall be coordinated with the school district's curriculum development effort and may utilize the Teaching and Learning Advisory Council for input and consideration.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent [or designee] shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

- B. The superintendent [or designee] shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school district shall provide a process for members of the school district community to seek reconsideration of the use of select textbooks or instructional materials.
- B. The superintendent [or designee] shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.
- C. The superintendent [or designee] shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction Curriculum)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

Policy Adopted: July 2012
Revised: December 2020, February 2023
Independent School District No. 110
Waconia, MN

8.A.2. 606.5 Library Materials

Presenter: Erika
Nesvig, Director of
Education Services

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

[NOTE: The school board may choose to revise the General Statement of Purpose.]

III. DEFINITIONS

- A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building. The school district's libraries are commonly referred to as Media Centers.

Minnesota Statutes, section 124D.9091, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as Media Centers.]"

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints,

documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.

- D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy. Please note the new 2024 law in Article IV regarding administration of selection and reconsideration procedures.]

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

- A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.
- C. The procedures for selection and reconsideration set forth in this policy will be administered by:
1. a licensed library media specialist under Minnesota Rules, part 8710.4550;
 2. an individual with a master's degree in library science or library and information science; or
 3. a professional librarian or a person trained in library collection management.
- D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:
1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;
 2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or
 3. compliance with state or federal law.

[NOTE: In 2024, the Minnesota legislature enacted a new law—Minnesota Statutes 134.51--that includes the new provisions above.]

[NOTE: Minnesota Statutes, section 134.51, cited above, recognizes the school board's authority to make decisions regarding library materials. Through adoption of this policy, the school board delegates selection and reconsideration of library materials decision making set forth in this policy.]

V. SELECTION OF LIBRARY MATERIALS

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
 3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
 4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, ~~and needs~~ and interests of the students for whom the materials were selected;
 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
 - a. Artistic quality and/or literary style;
 - b. Authenticity;
 - c. Critical thinking;
 - d. Educational significance;
 - e. Factual content;
 - f. High interest for intended audience; and
 - g. Readability.
 6. The selection of library materials shall conform to the constraints of the school district budget.

[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]

[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]

- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]

- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

[NOTE: The school board may choose to delete Paragraph E.]

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- C. Informal Request for Reconsideration of Specific Library Material
 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
 - a. Building Administrator
 - b. Media Specialist
 - c. Classroom Teacher
 - d. Member of Teaching and Learning Advisory Council
 - e. Student (if appropriate)

[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]

3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
4. The Review Committee
 - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
 - b. shall examine the specific library material as a whole;
 - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
 - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.

[NOTE: The school board can decide whether to allow appeal of a

Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

- A. the title, author, and other relevant identifying information about the material being challenged;
- B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;
- C. the result of the challenge or reconsideration request; and
- D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

[NOTE: This article was enacted in 2024 by the Minnesota legislature.]

IX. Teacher Selected Materials

Materials selected for classroom use may include both print and non-print formats as well as fiction and nonfiction. Classroom materials have their primary justification to support the curriculum. Although a textbook may contain the entire curriculum content of a course of study, more commonly, a variety of materials are used. Assumptions underlying the latter practice include the following:

1. People often are better informed for having considered a subject from various points of view.
2. Students in any subject at any given grade level have a wide range of skills and abilities. An equally wide range of materials is needed to match these individual differences.
3. Access to adequate collections of materials is essential to programs that provide students with independent study time.
4. Because the curriculum may not include items of personal relevance of students, access to a wide range of materials is essential.

5. Teachers can be more flexible and creative if a wide variety of materials are available.

X. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

[NOTE: This article was enacted in 2024 by the Minnesota legislature.]

- Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)
- Cross References:** MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

Policy Adopted: Dec 2024
Waconia Public Schools
Waconia, MN

8.A.3. 613 Graduation Requirements

Presenter: Erika
Nesvig, Director of
Education Services

613 GRADUATION REQUIREMENTS

[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Academic standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.

[NOTE: The 2024 Minnesota legislature enacted this change. Paragraphs C and E are flipped to create alphabetical order.]

B. "Credit" means a student's successful completion of a trimester course or a student's mastery of the applicable subject matter, as determined by the school district.

C. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

The superintendent or designee shall name the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with paragraph (k) and to the extent available, to monitor

students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and

2. Consistent with this paragraph and Minnesota Statutes section 120B.125 (see *Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

[NOTE: Minnesota Statutes 120B.303 includes the reference to paragraph (k) found in subparagraph 1. above. This statute no longer has a paragraph (k). MSBA has informed the Minnesota Revisor's Office, which replied that it will seek correction during the 2025 legislative session.]

B. Targeted Instruction Plan

1. A student must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
2. Consistent with Minnesota Statutes, sections 120B.13, 124D.09, 124D.091, 124D.49, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.
3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

[NOTE: The revisions in Paragraphs A and B align the model policy language with Minnesota Statutes 120B.303.]

- C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

A. Credit Requirements

1. Eight credits of language arts sufficient to satisfy all academic standards in

English language arts;

2. Seven credits of mathematics sufficient to satisfy all of the academic standards in mathematics;
3. Seven credits of science, including three credits to satisfy all the earth and space standards for grades 9 through 12, two credits to satisfy all the life science standards for grades 9 through 12, and two credits to satisfy all the chemistry or physics standards for grades 9 through 12;
4. Eight credits of social studies, encompassing at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

[NOTE: This revision includes the 2024 change on implementation of the government and citizenship requirement to the 2025-26 school year.]

5. Two credits in the arts sufficient to satisfy all of the academic standards in the arts;
- ~~6. Credit sufficient to satisfy the state standards in physical education; and~~
7. A minimum of eighteen elective credits.
8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

[NOTE: The revisions above align the policy language with Minnesota law, including changes enacted by the 2024 Minnesota legislature concerning physical education credit and state standards in health. Paragraph 8 was enacted in 2023; it affects students who begin grade 9 in the 2024-25 school year.]

9. Three credits of physical education (2) to satisfy the state standards in physical education; and health (1).
10. One credit for speech.
11. One credit for completion of senior seminar

B. Credit equivalencies

1. A credit of economics taught in a school's business department may fulfill credit in social studies under Paragraph 4., above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3, above, if the credit meets the state physical science, life science, earth and space science, chemistry, or

physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph [A.3](#), above, if the credit meets the state chemistry academic standards or all of the physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph [A.3](#), above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph [A.2](#) or Paragraph [A.5](#), above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph [2.](#), above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph [A.2](#), or Paragraph [A.3](#), above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: The revisions above align the policy language with Minnesota law, including changes enacted by the 2024 Minnesota legislature. Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 1. School District Standards, Health (K-12);
 2. School District Standards, Career and Technical Education (K-12); and
 3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed as part of the district's curriculum review cycle.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.
- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 1. Minnesota Academic Standards, English Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;
 3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and
 5. Minnesota Academic Standards, Physical Education K-12.
- D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
 - E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness the World's Best Workforce)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (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)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

Policy Adopted: July 2012

Revised: Jan. 2016, March 2023, September 2023, November 2024

Independent School District No. 110

Waconia MN

8.A.4. 614 School District Testing Plans and
Procedures

Presenter: Erika
Nesvig, Director of
Education Services

614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

The purpose of this policy is to set forth the school district's testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to implement procedures for testing, test security, documentation, and record keeping.

III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION

[Note: This listing of school personnel may not be consistent with the personnel in the school district and, consequently, should be amended to reflect the personnel with responsibility for testing in the school district.]

A. Superintendent

1. Responsibilities before testing.
 - a. Designate a district assessment coordinator and district technology coordinator.
 - b. The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
 - c. Annually review and recertify staff who have access to MDE secure systems.
 - d. Read and complete the *Assurance of Test Security and Non-Disclosure*.

[Note: This form is available on the Minnesota PearsonAccess Next website—see Cross References for website address.]

- e. Establish a culture of academic integrity.
- f. Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g. Ensure student information is current and accurate.
- h. Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
- i. Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- j. Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.

- k. Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
 - l. Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.
2. Responsibilities after testing.
- a. Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
 - b. Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
 - c. Confirm the MARSS coordinator has updated all student records for Post-test Editing.
 - d. Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
 - e. Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
 - f. Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

1. Responsibilities before testing.
- a. Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.
 - (1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.
 - d. Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.
 - e. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
 - f. Establish district testing schedule within the testing windows specified by the MDE and service providers.
 - g. Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools

prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.

- h. Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
 - (1) Provide training on proper test administration and test security (Pearson's Training Management System).
 - (2) Verify staff complete any and all test-specific training.
- i. Maintain security of test content, test materials, and record of all staff involved.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
- j. Confirm that all students have appropriate test materials.

2. Responsibilities on testing day(s).

- a. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
- b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- c. Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
- d. Address invalidations and test or accountability codes.

3. Responsibilities after testing.

- a. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- b. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.

- c. Return secure test materials as outlined in applicable manuals and resources.
- d. Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.
- e. Review student assessment data and resolve any issues.
- f. Distribute Individual Student Reports no later than fall parent/teacher conferences.
- g. Enter Graduation Requirements Records in the GRR system.

C. School Principal

- 1. Responsibilities before testing.
 - a. Designate a school assessment coordinator and technology coordinator for the building.
 - b. Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
 - c. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.
 - e. Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
 - f. Ensure adequate computers and/or devices are available and rooms are appropriately set up for online testing.
 - g. Verify that all test monitors and test administrators receive proper training for test administration.
 - h. Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.
 - i. Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.
- 2. Responsibilities on testing day(s).
 - a. Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
 - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- 3. Responsibilities after testing.
 - a. Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.

- b. Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

- 1. Responsibilities before testing.
 - a. Implement test administration and test security policies and procedures.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
 - e. Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.
 - f. Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
 - g. Maintain security of test content and test materials.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - (4) Identify need for additional test materials to district assessment coordinator.
 - (5) Provide MTAS student data collection forms if necessary.

- (6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.
- (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s).

- a. Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
- b. Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.
- c. Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
- e. Report testing irregularities to district assessment coordinator using the *Test Administration Report*.

[Note: This form is available on the Minnesota PearsonAccess Next website—see Cross References for website address.]

- f. Report security breaches to the district assessment coordinator as soon as possible.

3. Responsibilities after testing.

- a. Ensure that all paper test materials are kept locked and secure and security checklists completed.
- b. Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- c. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- d. Return secure test materials as outlined in applicable manuals and resources.
- e. Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
- f. Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

1. Ensure that district is prepared for online test administration and provide technical support to district staff.
2. Acquire all necessary user identifications and passwords.
3. Read and complete the *Assurance of Test Security and Non-Disclosure*.
4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
5. Attend district training and any service provider technology training.
6. Review, use, and be familiar with all service provider technical documentation.
7. Prepare computers and devices for online testing.
8. Confirm site readiness.
9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend trainings related to test administration and security.
 - c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
 - e. Be knowledgeable regarding student accommodations.
 - f. Remove or cover any instructional posters or visual materials in the testing room.
2. Responsibilities on testing day(s).
 - a. Before test.
 - (1) Receive and maintain security of test materials.
 - (2) Verify that all test materials are received.
 - (3) Ensure proper number of computers/devices or paper accommodated test materials are present.
 - (4) Verify student testing tickets and appropriate allowable materials.
 - (5) Assign numbered test books to individual students.
 - (6) Complete information as directed.
 - (7) Record extra test materials.
 - b. During test.

- (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
- (2) Follow all directions and scripts exactly.
- (3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.
- (4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing.

[Note: School districts may allow test monitors to use their cell phones only to alert other staff of issues. If allowed, the school district should train the test monitors on proper and improper use.]

- (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
- (6) Do not review, discuss, capture, email, post, or share test content in any format.
- (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
- (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- (9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- (10) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.
- (11) Report any possible security breaches as soon as possible.

c. After test.

- (1) Follow directions and scripts exactly.
- (2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.
- (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing.

- a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
- b. Attend trainings related to test administration and security.

- c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
 - e. Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.
2. Responsibility on testing day(s).
- a. Before the test.
 - (1) Maintain security of materials.
 - (2) Confirm appropriate MTAS materials are available and prepared for student.
 - b. During the test.
 - (1) Administer each task to each student and record the score.
 - (2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.
 - (3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - (4) Document and report and unusual circumstances to district or school assessment coordinator.
 - c. After the test.
 - (1) Keep materials secure.
 - (2) Return all materials.
 - (3) Return objects and manipulatives to classroom.
 - (4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

- 1. Responsibilities before testing.
 - a. Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
 - b. Ensure English language and special education designations are current and correct for students testing based on those designations.
 - c. Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.
- 2. Responsibilities after testing.
 - a. Ensure accurate enrollment of students in schools during the accountability windows.

- b. Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
- c. Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the *Assurance of Test Security and Non-Disclosure*.

IV. TEST SECURITY

- A. Test Security Procedures will be adopted by school district administration.

[Note: This form is available on the Minnesota PearsonAccess Next website—see Cross References for website address..]

- B. Students will be informed of the following:

- 1. The importance of test security;
- 2. Expectation that students will keep test content secure;
- 3. Expectation that students will act with honesty and integrity during test administration;
- 4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

- 5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.

- C. Staff will be informed of the following:

- 1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
- 2. Other contact information and options for reporting security concerns.

V. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

- A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:

- 1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.

2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
5. School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
7. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
8. *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
9. *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
10. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

~~VI. RETALIATION PROHIBITED~~

~~— An employee who discloses information to the MDE Commissioner or a parent or guardian about service disruptions or technical interruptions related to administering assessments under this section is protected under section 181.932, governing disclosure of information by employees.~~

~~— [NOTE: The 2024 Minnesota legislature enacted this provision.]~~

Legal References: Minn. Stat. § 13.34 (Examination Data)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.36, Subd. 2 (School Accountability)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.082 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 601 (School District Curriculum and Instruction
614-11

Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
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)
Minnesota PearsonAccess Next Resources and Forms:
<http://minnesota.pearsonaccessnext.com/policies-and-procedures/>

Policy Adopted: January 2004
Revised: January 2023, revised October 2024
Independent School District No. 110
Waconia, MN

8.A.5. 615 Basic Standards Testing
Accommodations Modifications and Exemptions for
IEP Section 504 Accommodations and LEP Students

Presenter: Erika
Nesvig, Director of
Education Services

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on the student's ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

- b. MTAS participation decisions must not be made on the following factors:
 - (1) Student's disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student's disability must have a significant impact on the student's ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
- 3. Alternate ACCESS participation decisions must not be made on the following factors:

- a. Student’s disability category;
- b. Participation in a separate, specialized curriculum;
- c. Current level of English language proficiency;
- d. The expectation that the student will receive a low score on the ACCESS for ELs;
- e. Language, social, cultural, or economic differences;
- f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See [Chapter 4 of](#) the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com/policies-and-procedures.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and Guidelines for Administration of Accommodations and Linguistic Supports

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

- Legal References:**
- Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 - Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 - Minn. Stat. § 125A.08 (Individualized Education Programs)
 - Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
 - Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 - Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
 - Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
 - Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
 - Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

Policy Adopted: March 2004
Revised: Dec 2020 / January 2023 / October 2024
Independent School District No. 110
Waconia, MN

8.A.6. 524.5 Personal Electronic Communication
Devices (NEW)

Presenter: Paul
Sparby, WHS Principal
and Dr. Brian
Gersich,
Superintendent

Adopted: _____

MSBA/MASA Model Policy
524.5

Revised: _____

Orig. 2025

524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES

I. PURPOSE

The objective of this policy is to support the school district's focus on learning in alignment with the district's mission ~~to ignite for all students to explore their passions and create their success for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. This policy provides the regulations for~~ possession and use of personal electronic communication devices ~~must be regulated~~ to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

- A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.
- B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.
- C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.
- D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.
- E. "Personal Electronic Communication Device" means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.
- F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

1. Elementary Schools (K-5)

- a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.
- b. All personal electronic communication devices shall be kept in designated areas and turned off.

2. Middle School (6-8)

- a. Students are prohibited from using personal electronic communication devices on school premises from bell to bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.
- b. All personal electronic communication devices shall be kept in designated areas and turned off.

3. High School (9-12)

- a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.
- b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.
- c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times and lunch periods; however, such use is discouraged.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes

with school district operations.

2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.
3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.
4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.
5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices stored in a location designated by the building/site, secure place, such as the student's locker, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

V. EXCEPTIONS

- A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.
- B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.
- C. Students may use a personal electronic communication device when the use is necessary to report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.
- D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use ~~their own~~ personal electronic communication devices to access the curriculum. Students who are allowed to use ~~their own~~ personal electronic communication devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use ~~their own~~ personal electronic communication devices, or provided free of charge to students who do not use ~~their own~~ personal electronic communication devices for curriculum.
- E. Students who need to make a call may request permission to use a telephone in the building office.

VI. DISCIPLINE

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

- A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.
- B. Securely store the student's personal electronic communication device in a teacher or administrator-controlled locker, bin, or drawer for the duration of the class or period.
- C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.
- D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.
- E. Schedule a conference with the student's parent or guardian to discuss the student's personal device use.
- F. Apply discipline as provided under school district policies and as appropriate.
- G. Other (insert as needed).

VII. SCHOOL DISTRICT RESPONSIBILITY

- A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.
- B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

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 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 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)
Away for the Day (www.awayfortheday.org)
MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. Schools Advocating for Fair Funding (SAFF)
Representative

9.E. Southwest Metro Intermediate District 288
Representative

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council
Representative

9.I. Teaching & Learning Advisory Council
Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**