

ISD 110 School Board Regular Meeting

Monday, December 15, 2025 7:00 PM

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

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

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

2.A. Upcoming Meetings:

3. **PUBLIC COMMENT**

4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board Regular Meeting
Monday, November 17, 2025 7:00 PM

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

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

Presenter: Chair Amott

Members present: Amott, Bergstrom, Kelzer-Breedon, Wilson, Rosin, Hagen, Arnita

Members absent: none

Call to order by Chair Amott 7pm

Motion by Kelzer-Breedon to adopt agenda

Hagen second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

Presenter: Chair Amott

2.A. Upcoming Meetings:

2.B. Master's Degree Achievements:

Presenter: Jeni Super, Director of Human Resources

3. PUBLIC COMMENT none

4. MINUTES OF PREVIOUS MEETING

Motion by Arnita to approve the minutes of the October 27 regular meeting, and November 10 work session.

Rosin second

All in favor

Motion carried.

5. CONSENT AGENDA

Presenter: Chair Amott

Motion by Kelzer-Breedon to remove item 5D and 5E to be considered separately, and approve the remaining consent agenda

Arnita second

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items:

Presenter: Jeni Super, Director of Human Resources

Employment

Canterbury, Nancy Educational Assistant (SPED) WEC
Replacement 6.5 Hours/Day, 175 Days

Stieve, Madison Grade 3 Teacher BV
Replacement Long-Term Substitute *Updated Dates*

Leaves of Absence

Flygare, Abagael, Teacher, SV

Extended Leave of Absence

Fawcett, Beth, Teacher, BV

Retirements/Resignations/Terminations

Conley, Keelan, Educational Assistant (SPED) at WMS

Mackziewski, Therese, Teacher Assistant at Comm Ed

McDannold, Erin, Assistant Head Cook at WHS

5.C. Assurance of Compliance with State and Federal Law Prohibiting Discrimination

Presenter: Jeni Super, Director of Human Resources

5.F. Receipts of Donation

5.D. Resolution of the Governing Board Supporting Form A Application to Minnesota State High School League Foundation

5.E. Resolution of School Board/Governing Board Supporting Form B Application to Minnesota State High School League Foundation

Motion by Rosin to approve Resolutions of the Governing Board Supporting Form A and Form B Applications to Minnesota State High School League Foundation

Hagen second

All in favor

Motion carried

6. REPORTS

6.B. Administrative Presentation: Class Size Report

Presenter: Jeni Super, Director of Human Resources

7. ACTION ITEMS

7.A. Approve Updated Employee Handbook Language

Presenter: Jeni Super, Director of Human Resources

Motion by Wilson to approve updated Employee Handbook Language

Kelzer-Breeden second

All in favor
Motion carried

8. DISCUSSION ITEMS

8.A. First Read Board Policies

8.A.1. 516 Student Medication

8.A.2. 524 Internet Acceptable Use

Presenter: Tim Koschinska

8.A.3. 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process

8.A.4. 534 School Meals Policy

8.A.5. 613 Graduation Requirements

Presenter: Erika Nesvig, Director of Education Services

8.A.6. 707 Transportation of Public School Students

Presenter: Pam Carman, Director of Finance and Operations

8.A.7. 802 Disposition of Obsolete Equipment and Material

Presenter: Pam Carman, Director of Finance and Operations

8.A.8. 806 Crisis Management Policy

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

Hagen reported CE has a new coordinator Caitlin Volkmann, new brochure is out, and front reception area is getting an update. CE is looking at "Fitness Year Round" using committee to focus on fitness programming

Hagen also reported she visited Southview Elementary, was able to meet staff, and sit in on classroom instruction

9.I. Teaching & Learning Advisory Council Representative

9.J. City of Waconia Liaison

Amott reported he and student board reps attended an MSBA Student Board Representative event, approximately 40 student reps attended, good discussion

10. **ADJOURNMENT**

Motion by Kelzer-Breeden to adjourn

Bergstrom second

All in favor

Motion carried

Meeting adjourned at 8:11PM

ISD 110 School Board Work Session &
Truth in Taxation
Monday, December 8, 2025 7:00 PM

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

Members present: Amott, Bergstrom, Kelzer-Breeden, Wilson, Rosin, Hagen
Member Arnita attending remotely due to illness.

1. Truth in Taxation Hearing

Presenter: Pam Carman, Director of Finance and Operations

2. ISD 110 Audit Results

Presenter: Troy Gabler, CliftonLarsonAllen

District 110 received a clean audit report.

3. Student Representatives Report: Waconia Mayor's Student Advisory Council

Presenter: Colette Newman and other members of the Waconia Youth Mayoral Advisory Council shared results of a WHS student survey, 400 participated.

4. Determine January 2026 School Board Meeting Date(s)

January 5, 2026 will be Organizational Meeting. A draft of meetings for the remaining year will be shared at that time for board consideration.

5. Debrief of November 13, 2025 Board Retreat

Presenter: Kelly Amott, Board Chair

6. **ACTION ITEMS**

6.A. Resolution Accepting Donation of Real Property

Motion by Bergstrom to approve First Amendment to Donation Agreement

Rosin second

Roll Call Vote taken

All in favor

Motion carried

Motion by Kelzer-Breeden to approve Resolution Accepting Donation of Real Property from Paradise Partners, LLC, Related LLCS, and Individual Donors

Wilson second

Roll Call Vote taken

All in favor

Motion carried

6.B. Enter Closed Meeting RE: Superintendent's Evaluation

Motion by Kelzer-Breeden to enter into closed session

Wilson second

All in favor

Motion carried

Closed session ended at 8:31pm

5. **CONSENT AGENDA**

Presenter: Chair
Amott

5.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
617098	ADAMS PEST CONTROL CO INC	11/07/2025	R	195.08	November
617099	AED BRANDS	11/07/2025	R	1,034.25	November
617100	AFFINETY SOLUTIONS, INC	11/07/2025	R	230.00	November
617101	ALPHA WIRELESS COMMUNICATIONS	11/07/2025	R	2,125.46	November
617102	APPLE INC	11/07/2025	R	298.99	November
617103	AVIBEN	11/07/2025	R	260.71	November
617104	BLUUM OF MINNESOTA LLC	11/07/2025	R	144.60	November
617106	DISCOUNT SCHOOL SUPPLY	11/07/2025	R	2,002.69	November
617107	ECM PUBLISHERS, INC	11/07/2025	R	43.00	November
617108	FRATTALLONES	11/07/2025	R	513.14	November
617109	GRAINGER	11/07/2025	R	213.13	November
617110	GREAT MINDS PBC	11/07/2025	R	5,011.08	November
617111	H&B SPECIALIZED PRODUCTS	11/07/2025	R	59.50	November
617112	HAPPY FEET SOCCER TWIN CITIES	11/07/2025	R	828.00	November
617113	HDL-HARDWARE DISTRIBUTORS, LTD	11/07/2025	R	107.00	November
617114	HELEN SOLAR LLC	11/07/2025	R	5,763.77	November
617115	HILLYARD/HUTCHINSON	11/07/2025	R	2,264.39	November
617116	HOSA-Future Health Prof.	11/07/2025	R	3,040.00	November
617117	HUDL	11/07/2025	R	20,000.00	November
617118	INDIANHEAD FS DISTRIBUTOR, INC	11/07/2025	R	15,028.22	November
617119	INFINITE HEALTH COLLABORATIVE	11/07/2025	R	325.00	November
617120	IXL LEARNING INC	11/07/2025	R	1,875.00	November
617121	JT FLOOR COVERING INSTALL LLC	11/07/2025	R	4,062.50	November
617122	KRUSEMARK, LEEANNE	11/07/2025	R	150.00	November
617123	LESSONPIX, INC	11/07/2025	R	118.24	November
617124	LOFFLER COMPANIES	11/07/2025	R	5,734.40	November
617125	LONG LAKE CONSERVATION CENTER	11/07/2025	R	28,089.00	November
617126	MERZER, SHEILA	11/07/2025	R	337.50	November
617127	METRONET	11/07/2025	R	1,896.33	November
617128	MINI BIFF LLC	11/07/2025	R	99.96	November
617129	MUSIC MART	11/07/2025	R	528.52	November
617130	NCS PEARSON, INC	11/07/2025	R	191.43	November
617131	NICE SHIRT CO.	11/07/2025	R	190.82	November
617132	PAINTING BY BRUSH	11/07/2025	R	600.00	November
617133	PAN-O-GOLD BAKING CO	11/07/2025	R	3,013.50	November
617134	PICK A TIME	11/07/2025	R	360.00	November
617135	PREP TIME PRINTING	11/07/2025	R	3,836.00	November
617136	REED WHOLESALE & OCS	11/07/2025	R	645.50	November
617137	SHRED-N-GO - 446138	11/07/2025	R	160.00	November
617138	SOUTHWEST METRO INTERMEDIATE D	11/07/2025	R	287.21	November
617139	SQUIRES,WALDSPURGER & MACE PA	11/07/2025	R	4,974.20	November
617140	STAPLES ADVANTAGE	11/07/2025	R	297.98	November
617141	STARR, CHRISTINE	11/07/2025	R	4,930.00	November
617142	TRIO SUPPLY COMPANY	11/07/2025	R	1,189.04	November
617143	MINNESOTA ROADWAYS CO	11/07/2025	R	2,755.90	November
617144	ALEX SCHULTZ, LLC	11/13/2025	R	1,500.00	November
617145	ALPHA WIRELESS COMMUNICATIONS	11/13/2025	R	378.00	November
617146	AMPION PBC	11/13/2025	R	15,392.93	November
617147	BABER, DOANE	11/13/2025	R	213.50	November
617148	BENTZ, ANGELA	11/13/2025	R	101.50	November
617149	BLECK, ERICA	11/13/2025	R	226.50	November
617150	BUSSMAN, JOANNE	11/13/2025	R	119.00	November
617151	CITY OF WACONIA	11/13/2025	R	11,520.10	November
617152	COIL, KAYLA	11/13/2025	R	225.00	November
617153	COLONY PLAZA, INC	11/13/2025	R	43.70	November
617154	CUMMINGS, VICKI	11/13/2025	R	236.25	November

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
617155	D'VINCI'S	11/13/2025	R	75.36	November
617156	DOEHR, CHARLES	11/13/2025	R	196.00	November
617157	DOORWAY TO COLLEGE FOUNDATION	11/13/2025	R	774.00	November
617158	ECM PUBLISHERS, INC	11/13/2025	R	738.75	November
617159	G-SPORTS WRESTLING	11/13/2025	R	797.85	November
617160	GAGE, FAWN	11/13/2025	R	243.75	November
617161	GOEDE, LEANN	11/13/2025	R	217.50	November
617162	GRAINGER	11/13/2025	R	280.19	November
617163	GREATER MN COMMUNICATIONS	11/13/2025	R	560.00	November
617164	HELGESON, JOSH	11/13/2025	R	30.00	November
617165	HEROLD, JONAH	11/13/2025	R	120.00	November
617166	HILLYARD/HUTCHINSON	11/13/2025	R	4,666.70	November
617167	HUSTLE & HEART SPORTS	11/13/2025	R	553.00	November
617168	INDIANHEAD FS DISTRIBUTOR, INC	11/13/2025	R	17,872.22	November
617169	INGCO INT'L INC	11/13/2025	R	246.00	November
617170	INNOVATIVE OFFICE SOLUTIONS LL	11/13/2025	R	97.23	November
617171	JW PEPPER & SON, INC	11/13/2025	R	470.08	November
617172	KAMERUD, JILLIAN	11/13/2025	R	175.00	November
617173	KEVIN CHASE LLC	11/13/2025	R	10,850.00	November
617174	KKC TAE KWON DO	11/13/2025	R	798.00	November
617175	LAGE, ERIKA	11/13/2025	R	220.50	November
617176	LANO EQUIPMENT INC	11/13/2025	R	849.04	November
617177	LITERACY RESOURCES LLC	11/13/2025	R	199.36	November
617178	LYNCH, KEVIN	11/13/2025	R	2,580.00	November
617179	MEI TOTAL ELEVATOR SOLUTIONS	11/13/2025	R	1,185.00	November
617180	MERRITT, GEDRIC	11/13/2025	R	217.00	November
617181	MILTICH, STEPHEN	11/13/2025	R	112.00	November
617182	MN DEPT LABOR & INDUSTRY	11/13/2025	R	1,205.00	November
617183	MN SAFETY COUNCIL	11/13/2025	R	575.00	November
617184	MORTON-HERGES, SUSAN	11/13/2025	R	206.50	November
617185	NELSON, CONSTANCE	11/13/2025	R	1,989.84	November
617186	PERFORMANCE FOODSERVICE	11/13/2025	R	1,989.43	November
617187	PMA SECURITIES LLC	11/13/2025	R	4,650.00	November
617188	RICHTER, NINA	11/13/2025	R	206.50	November
617189	SARCLETTI, JIM	11/13/2025	R	236.25	November
617190	SAUERBREY, ROGER	11/13/2025	R	247.50	November
617191	SCHOLASTIC BOOK FAIRS-04	11/13/2025	R	1,230.36	November
617192	SCHOOL SPECIALTY, LLC	11/13/2025	R	42.26	November
617193	SECURITY BANK & TRUST CO	11/13/2025	R	1,132.00	November
617194	SEIM, ELIJAH	11/13/2025	R	120.00	November
617195	SHERWIN-WILLIAMS CO	11/13/2025	R	520.00	November
617196	SNAP ON TOOLS	11/13/2025	R	282.60	November
617197	SOUTHWEST METRO INTERMEDIATE D	11/13/2025	R	2,316.40	November
617198	SUDHEIMER, DARREL	11/13/2025	R	213.50	November
617199	SUDHEIMER, JOAN	11/13/2025	R	205.32	November
617200	SYBRANT, SYDNEY	11/13/2025	R	150.00	November
617201	TACKMANN, DANIEL	11/13/2025	R	112.00	November
617202	TERRAFORM PHOENIX II ARCADIA	11/13/2025	R	226.80	November
617203	THOM, CATHLEEN	11/13/2025	R	119.00	November
617204	TINTES, MATTHEW	11/13/2025	R	952.34	November
617205	TRAINING HAUS	11/13/2025	R	10,560.00	November
617206	TRUE FRIENDS	11/13/2025	R	9,452.22	November
617207	US POSTAL SERVICE	11/13/2025	R	2,509.76	November
617208	WACONIA PATRIOT	11/13/2025	R	78.00	November
617209	WEX BANK	11/13/2025	R	392.25	November
617210	WILSON LANGUAGE TRAINING CORP	11/13/2025	R	57.00	November

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617211	WACONIA EDUCATION ASSOCIATION	11/14/2025	R	13,333.93	November
617212	21ST CENTURY SPORTS LLC	11/21/2025	R	2,073.75	November
617213	ADAMS PEST CONTROL CO INC	11/21/2025	R	554.12	November
617214	AMERICAN VENDING SALES INC	11/21/2025	R	312.50	November
617215	AVIBEN	11/21/2025	R	566.86	November
617217	BECKER, NATALIA	11/21/2025	R	398.94	November
617218	BIFFS, INC	11/21/2025	R	2,074.78	November
617219	BSN SPORTS LLC	11/21/2025	R	413.26	November
617220	BTBA (BLOOMINGTON BASEBALL ASS	11/21/2025	R	525.00	November
617222	CENTRAL UNITED COOPERATIVE	11/21/2025	R	1,888.61	November
617223	CITY OF WACONIA	11/21/2025	R	5,000.00	November
617224	CITY THERAPY SERVICES LLC	11/21/2025	R	11,967.50	November
617225	DACOTAH PAPER CO.	11/21/2025	R	535.52	November
617226	DARK KNIGHT SOLUTIONS	11/21/2025	R	3,734.00	November
617227	DEMCO, INC	11/21/2025	R	117.34	November
617228	DORSEY & WHITNEY LLP	11/21/2025	R	8,000.00	November
617229	DYKSTRA, JILL	11/21/2025	R	29.45	November
617230	ELEVATED PERFORMANCE 4U	11/21/2025	R	2,184.80	November
617231	GRAINGER	11/21/2025	R	61.71	November
617232	GRAPHIC PRODUCTS INC.	11/21/2025	R	274.09	November
617233	HILLYARD/HUTCHINSON	11/21/2025	R	4,914.93	November
617234	HUSTLE & HEART SPORTS	11/21/2025	R	1,240.00	November
617235	INDIANHEAD FS DISTRIBUTOR, INC	11/21/2025	R	20,095.56	November
617236	IXL LEARNING INC	11/21/2025	R	468.75	November
617237	KILLIAN, JOANNE	11/21/2025	R	175.00	November
617238	MACKENTHUN'S FINE FOODS	11/21/2025	R	4,103.14	November
617239	MAYER LUMBER CO, INC	11/21/2025	R	2,495.81	November
617240	MCKITTERICK, KELLY	11/21/2025	R	132.98	November
617241	MEI TOTAL ELEVATOR SOLUTIONS	11/21/2025	R	830.54	November
617242	MN DEPT OF HEALTH	11/21/2025	R	6,180.00	November
617243	MOE, LOGAN	11/21/2025	R	151.00	November
617244	MOE, SARAH	11/21/2025	R	152.00	November
617245	MRI SOFTWARE LLC	11/21/2025	R	40.45	November
617246	NEAL SLATE CO	11/21/2025	R	347.00	November
617247	NELSON, PAUL	11/21/2025	R	151.00	November
617248	PERFORMANCE FOODSERVICE	11/21/2025	R	829.19	November
617249	PREP TIME PRINTING	11/21/2025	R	14.00	November
617250	PROCARE THERAPY	11/21/2025	R	1,200.00	November
617251	SPECIAL SCHOOL DIST NO 1	11/21/2025	R	198.00	November
617252	STAPLES ADVANTAGE	11/21/2025	R	700.84	November
617253	TRIO SUPPLY COMPANY	11/21/2025	R	379.33	November
617254	TRUE MECHANICAL LLC	11/21/2025	R	28,034.65	November
617255	WINSTED SOLAR LLC	11/21/2025	R	13,977.21	November
617256	A & D SOLUTIONS LLC	11/24/2025	R	250.00	November
617257	BATTERIES R US	11/24/2025	R	259.96	November
617258	BNR IRRIGATION SERVICES INC	11/24/2025	R	527.25	November
617259	BUNKER HILLS GOLF CLUB	11/24/2025	R	48.00	November
617260	DIAMOND VOGEL PAINT	11/24/2025	R	43.19	November
617261	HIGH POINT NETWORKS, LLC	11/24/2025	R	57.50	November
617262	HILLYARD/HUTCHINSON	11/24/2025	R	326.26	November
617263	INDIANHEAD FS DISTRIBUTOR, INC	11/24/2025	R	18,855.18	November
617264	INNOVATIONAL WATER SOLUTIONS I	11/24/2025	R	573.00	November
617265	JW PEPPER & SON, INC	11/24/2025	R	82.50	November
617266	KENNEDY & GRAVEN, CHARTERED	11/24/2025	R	159.00	November
617267	KEVIN CHASE LLC	11/24/2025	R	10,850.00	November
617268	KOCH SCHOOL BUS SERVICE, INC	11/24/2025	R	490,535.58	November

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617269	L2 BRANDS LLC	11/24/2025	R	748.46	November
617270	LANO EQUIPMENT INC	11/24/2025	R	1,744.89	November
617271	LAZY LOON LANES LLC	11/24/2025	R	255.00	November
617272	LOFFLER COMPANIES	11/24/2025	R	1,554.64	November
617273	MATH MEDIC	11/24/2025	R	382.00	November
617274	MERZER, SHEILA	11/24/2025	R	1,575.00	November
617275	DR. WARD MILLER LLC	11/24/2025	R	250.00	November
617276	MN COMMUNITY ED ASSOC	11/24/2025	R	2,295.00	November
617277	NCS PEARSON, INC	11/24/2025	R	186.56	November
617278	NOVAK, JANICE	11/24/2025	R	40.00	November
617279	OFFICE OF MNIT SERVICES	11/24/2025	R	10.63	November
617280	PARTS CITY WACONIA	11/24/2025	R	411.54	November
617281	PARTY CRASHERS RC RACING	11/24/2025	R	400.00	November
617282	PREP TIME PRINTING	11/24/2025	R	1,582.00	November
617283	PROCARE THERAPY	11/24/2025	R	2,597.00	November
617284	STAPLES ADVANTAGE	11/24/2025	R	447.05	November
617285	TOWN & COUNTRY GLASS	11/24/2025	R	153.96	November
617286	ULINE	11/24/2025	R	583.79	November
617287	WM CORPORATE SERVICES INC	11/24/2025	R	3,300.52	November
617288	YAGER, MICHAEL	11/24/2025	R	200.00	November
617289	BCI CONSTRUCTION INC	11/24/2025	R	221,338.07	November
617290	BITUMINOUS ROADWAYS, INC.	11/24/2025	R	51,659.10	November
617291	COOL AIR MECHANICAL, INC.	11/24/2025	R	22,769.60	November
617292	EDUCATIONAL SUPPORT PARA UNION	11/26/2025	R	3,412.54	November
617293	EYE MED-FIDELITY SECURITY LIFE	11/26/2025	R	2,163.80	November
617294	MN SCHOOL EMPLOYEES ASSOCIATIO	11/26/2025	R	348.56	November
617295	NCPERS GROUP LIFE INS	11/26/2025	R	96.00	November
617296	SCHOOL SERVICE EMPLOYEES	11/26/2025	R	890.42	November
617297	WACONIA EDUCATION ASSOCIATION	11/26/2025	R	13,333.93	November
617298	AMAZON CAPITAL SERVICES	11/25/2025	R	12,310.54	November
202500359	ALDI	11/10/2025	W	260.08	November
202500360	BOOMERANG PROJECT	11/10/2025	W	450.00	November
202500361	BROOKES PUBLISHING CO	11/10/2025	W	79.10	November
202500362	CANVA	11/10/2025	W	119.40	November
202500363	CHILDREN'S THEATRE COMPANY	11/10/2025	W	1,445.00	November
202500364	CLIFTONLARSONALLEN	11/10/2025	W	10,500.00	November
202500365	DOLLAR TREE	11/10/2025	W	113.25	November
202500366	EMI AUDIO	11/10/2025	W	976.32	November
202500367	EVENTBRITE	11/10/2025	W	250.00	November
202500368	GARBANZO LLC	11/10/2025	W	498.00	November
202500370	HOME DEPOT	11/10/2025	W	106.30	November
202500371	HOMEGROWN LACROSSE	11/10/2025	W	4,678.51	November
202500372	KWIK TRIP	11/10/2025	W	6.50	November
202500373	MGBCA	11/10/2025	W	515.75	November
202500374	MIDWEST SOUND DJ ENTERTAINMENT	11/10/2025	W	1,560.00	November
202500375	MN CHILDREN'S MUSEUM	11/10/2025	W	592.50	November
202500376	MN VALLEY ELECTRIC CORP	11/10/2025	W	46,301.28	November
202500377	NORTHFIELD LINES, INC	11/10/2025	W	5,614.27	November
202500378	OPENSOURCE ICT SOLUTIONS LLC	11/10/2025	W	220.00	November
202500379	RIVERSIDE INSIGHTS	11/10/2025	W	49.99	November
202500380	NOTARYSTAMP.COM	11/10/2025	W	53.96	November
202500381	ROCKET SCIENCE GROUP, LLC	11/10/2025	W	300.00	November
202500382	SAGE PUBLICATIONS	11/10/2025	W	28.67	November
202500383	SIGNUP GENIUS	11/10/2025	W	242.90	November
202500384	SOUTHWEST METRO INTERMEDIATE D	11/10/2025	W	200.00	November
202500385	SQUARESPACE INC	11/10/2025	W	276.00	November

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202500386	SWEETWATER	11/10/2025	W	129.99	November
202500387	TARGET BANK	11/10/2025	W	442.65	November
202500388	TEACHERS SYNERGY, LLC	11/10/2025	W	232.54	November
202500389	US POSTAL SERVICE	11/10/2025	W	10.48	November
202500390	VENDNET	11/10/2025	W	102.23	November
202500391	VISTAPRINT USA	11/10/2025	W	1,134.97	November
202500392	WACONIA CHAMBER OF COMMERCE	11/10/2025	W	35.00	November
202500393	WAYSIDE PUBLISHING	11/10/2025	W	312.65	November
202500394	WEBSTAUANT STORE LLC	11/10/2025	W	681.73	November
202500424	INTERNAL REVENUE SERVICE	11/14/2025	W	310,668.83	November
202500425	LIFE INS CO OF NORTH AMERICA	11/14/2025	W	4,401.53	November
202500426	MN CHILD SUPPORT PYMT CENTER	11/14/2025	W	381.00	November
202500427	MN DEPT OF REVENUE	11/14/2025	W	50,503.35	November
202500428	MN TEACHERS RETIREMENT ASSN	11/14/2025	W	181,238.74	November
202500429	PERA	11/14/2025	W	54,405.21	November
202500430	AVIBEN	11/14/2025	W	64,066.22	November
202500431	ONEBRIDGE BENEFITS, INC.	11/14/2025	W	4,436.54	November
202500434	INTERNAL REVENUE SERVICE	11/26/2025	W	301,526.61	November
202500435	LIFE INS CO OF NORTH AMERICA	11/26/2025	W	6,900.15	November
202500436	MN CHILD SUPPORT PYMT CENTER	11/26/2025	W	381.00	November
202500437	MN DEPT OF REVENUE	11/26/2025	W	49,030.98	November
202500438	MN TEACHERS RETIREMENT ASSN	11/26/2025	W	177,800.50	November
202500439	PERA	11/26/2025	W	52,414.36	November
202500440	AVIBEN	11/26/2025	W	63,262.88	November
202500441	ONEBRIDGE BENEFITS, INC.	11/26/2025	W	4,436.54	November
202500444	INTERNAL REVENUE SERVICE	11/26/2025	W	252.74	November
202500445	LIFE INS CO OF NORTH AMERICA	11/26/2025	W	5.81	November
202500446	MN DEPT OF REVENUE	11/26/2025	W	1.77	November
202500447	PERA	11/26/2025	W	231.41	November
202500449	MEDICA INSURANCE CO	11/01/2025	W	714,986.35	November
202500450	XCEL ENERGY	11/21/2025	W	126.63	November
202500451	QUADIENT FINANCE USA, INC	11/24/2025	W	905.50	November
202500452	SECURITY BANK & TRUST CO	11/30/2025	W	46.95	November
202500453	AUTHORIZE.NET	11/04/2025	W	50.25	November
202500454	EDUTRAK LLC	11/10/2025	W	9,220.04	November
202500455	PMA SECURITIES LLC	11/15/2025	W	274.30	November
202500456	ONEBRIDGE BENEFITS, INC.	11/15/2025	W	1,040.00	November
202500457	MN UNEMPLOY INS	11/30/2025	W	172,963.08	November
202500458	CARDCONNECT LLC	11/03/2025	W	6,751.88	November
252600021	ALMQUIST, TERENCE	11/14/2025	A	150.00	November
252600022	BOSCH, ALAN	11/14/2025	A	71.94	November
252600023	KILIAN, JESSICA	11/14/2025	A	61.32	November
252600024	KLEIN, DANIEL	11/14/2025	A	30.03	November

Totals for checks 3,564,879.90

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,880,538.67	0.00	1,014,108.64	2,894,647.31
02	Food Service	75,272.96	0.00	100,947.69	176,220.65
04	Community Service	126,149.02	0.00	69,065.95	195,214.97
06	Building Construction	0.00	0.00	298,522.67	298,522.67
45	OPEB Irrevocable Trust Fund	0.00	0.00	274.30	274.30
***	Fund Summary Totals ***	2,081,960.65	0.00	1,482,919.25	3,564,879.90

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

5.B. Human Resource Items

Presenter: Jeni
Super, Director of
Human Resources

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

BOARD OF EDUCATION

Regular Meeting – December 15, 2025

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

ITEM ADDED BY: Jeni Super, Director of Human Resources

Employment

Bogema, Makayla Replacement	Educational Assistant (SPED) 6.75 hours/day; 175 days	BV
Bower, Donovan Replacement	Educational Assistant (SPED) 6.5 hours/day; 175 days	WMS
Forsberg, Heather Replacement	ECFE Teacher Assistant 4.5 hours/day; 175 days	ECFE
Nelson, Crystal Replacement	Nutritional Assistant 4.5 hours/day; 176 days	LT
Stineman, Jill Replacement	Administrative Assistant I 7.75 hours/day; 175 days	WMS

Employee Status Changes

Hedstrom, Hunter, Educational Assistant (SPED) from 6.5 hours/day to 7 hours/day at BV
Miyamoto, Yoko, Educational Assistant, from 5.5 hours/day to 6.5 hours/day at WHS
Phayomhom, Supatra, Custodial Cleaner, from 5.5 hours/day to 8 hours/day at WMS
Thomson, Amy, from KidSpace Aide to KidSpace Lead at Comm Ed

Leaves of Absence

Westphal, Ashley, Teacher at WHS

Extended Leave of Absence

Retirements/Resignations/Terminations

Almquist, Terry, Maintenance at WMS

Kube, Greg, Custodial Cleaner at WHS

Simmons, Jennifer, Educational Assistant (SPED) at BV

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

5.C. CNC Table Donation



MEMORANDUM

TO: ISD 110 Finance Committee

FROM: Pam Carman, Director of Finance & Operations
Tim Bisek, Director of Buildings & Grounds

DATE: December 8, 2025

SUBJECT: Donation - CNC Table for Waconia High School Industrial Technology

Purpose

The purpose of this memo is to provide the School Board with an update regarding the proposed donation of a CNC table to Waconia High School and to outline the associated ventilation requirements and funding plan. A detailed overview of the equipment, instructional value, and initial evaluation was presented to the Finance & Facilities Committee on September 8, 2025 (attached).

Summary of Donation

- Donor: Audio Video – Legrand
- Equipment: Hornet SS 5' x 10' CNC Table (Retro Systems, 2015)
- Estimated Value: ~\$50,000 used (new value \$69,475)
- Delivery: Covered by donor
- Condition: Excellent; confirmed through demonstration and third-party evaluation by Sackett-Waconia

This donation represents a significant enhancement to the Industrial Technology program and provides expanded opportunities for integration with the Entrepreneurship program, aligning with ISD 110's career and technical education goals.

Ventilation Needs & Funding Plan

1. Ventilation Required for CNC Operation (Donation-Related)

As outlined in the Finance Committee memo (Attachment A), the CNC table requires specific ventilation enhancements to operate safely in the Industrial Technology space.

- **Estimated Cost:** \$4,000–\$8,000
- **Funding Plan for First \$6,000:**
 - 50% – WHS Capital Budget
 - 50% – Entrepreneurship Fund Balance
- **Any Amount Above \$6,000:** LTFM

2. Additional Ventilation Repairs (Not Related to Donation)

During the ventilation assessment conducted as part of due diligence, Buildings & Grounds identified other ventilation deficiencies in the Industrial Technology area that pose safety concerns for existing instructional activities. These repairs:

- Are not caused by the CNC table
- Are not required because of the donation
- Are necessary regardless, to ensure a safe and compliant instructional environment

Estimated Range: \$28,000 - \$38,000

Funding Source: LTFM

These repairs will proceed independently of the donation and are being noted here for transparency.

Next Steps

We are seeking the Finance Committee's guidance related to:

- Including the Donation Acceptance Form on the Consent Agenda as an action item on the December 15, 2025 Board meeting, and
- What key information should be shared with the full School Board to support a clear and informed acceptance related to this donation

Your feedback will help ensure the donation is processed in a transparent and well-aligned manner.

5.D. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report

Presenter: Sydney Sabol and Colette Newman

6.B. 2027-2029 Academic Calendars

Presenter: Jeni Super, Director of Human Resources and Erika Nesvig, Director of Educational Services



School Calendar - 27/28 & 28/29

Monday, December 15, 2025

Calendar Parameters

Teacher Work Day

New Teachers: 187

Returning Teachers: 184

*Must have a minimum of 6 teacher work days

Student Days

	# of Days	Required Hours per <u>Policy 602</u>	Total Hours	
PreK	166	350	442	+92
K	169	850	987	+125
1-5	171	935	1008	+62
6-8	171	Gr. 6 = 935 Gr. 7-8 = 1020	1058	+25
9-12	171	1020	1045	+25

*The hours above the required hours allow us to be in compliance, even with 2 inclement weather days.



Family & Staff Survey

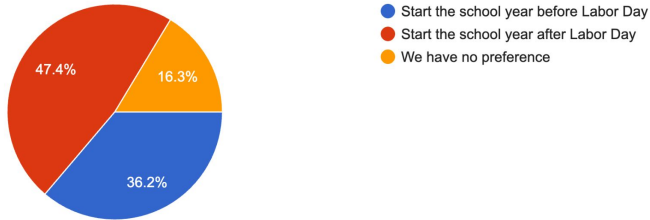
- Survey conducted from November 17-24, 2025
 - Student Families
 - All Staff
- WEA Leadership Team Feedback



Survey Results - Start Date

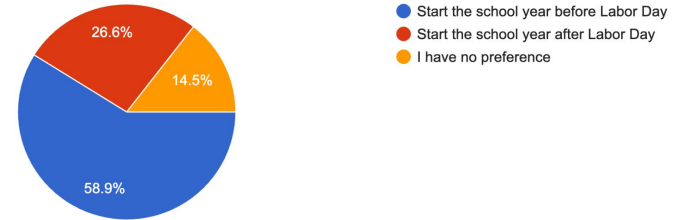
Family

When thinking about the start of the school year, which option do you prefer for your family?
1,383 responses



Staff

When thinking about the start of the school year, which do you prefer?
248 responses

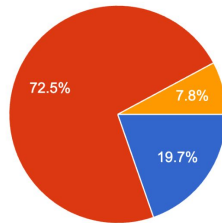


Survey Results - Thanksgiving Break

Family

Which Thanksgiving Break option do you prefer?

1,379 responses

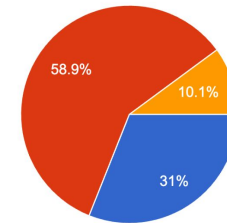


- Thanksgiving Break - full week off for students (Mon-Fri)
- Thanksgiving Break - partial week off for students (Wed-Fri)
- We have no preference

Staff

Which option do you prefer for the Thanksgiving break?

248 responses



- A full week off (Monday-Friday with Monday and Tuesday being teacher work days)
- A partial week off (Wednesday-Friday)
- I have no preference

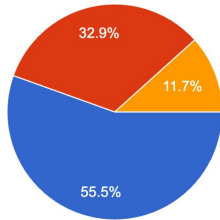


Survey Results - Winter Break

Family

Which Winter Break option do you prefer?

1,381 responses

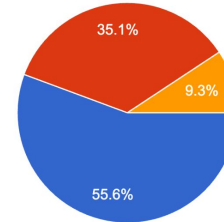


- Winter Break - longer break (approximately two weeks)
- Winter Break - shorter break
- We have no preference

Staff

Which option do you prefer for the Winter Break?

248 responses



- A full two-week break
- A shorter break (less than full two weeks)
- I have no preference

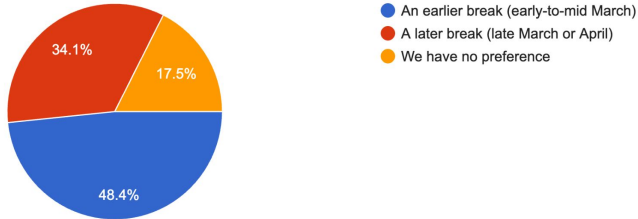


Survey Results - Spring Break

Family

Regarding the timing of Spring Break, which do you generally prefer?

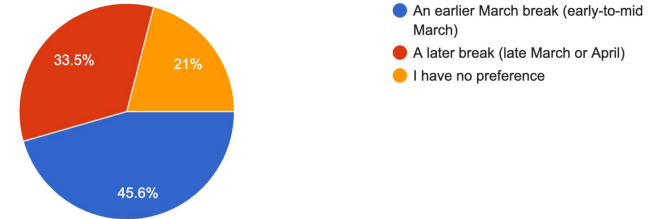
1,379 responses



Staff

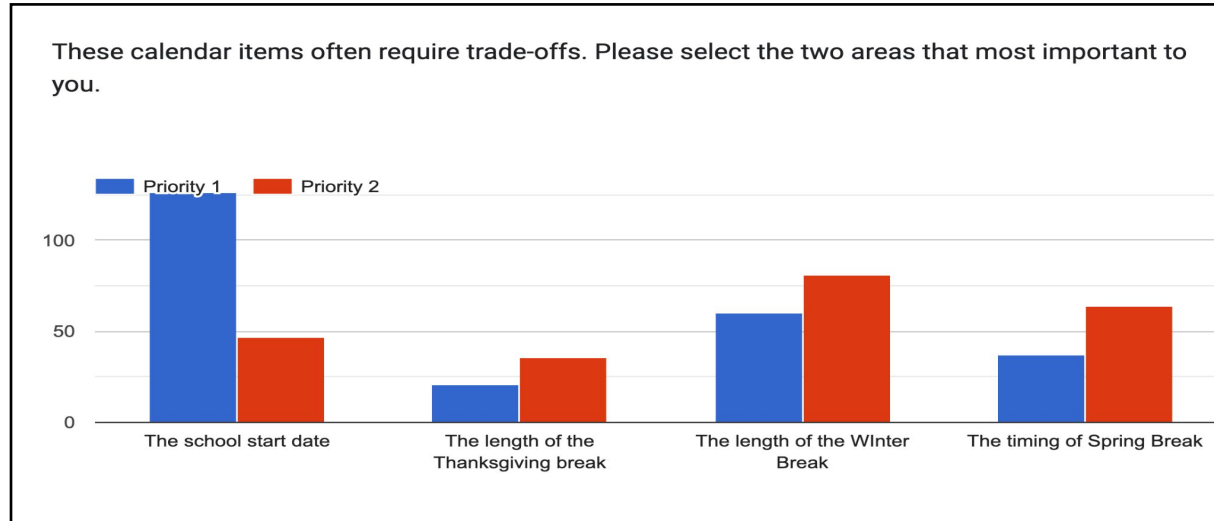
Regarding the timing of Spring Break, which do you generally prefer?

248 responses



Survey Results - Most Important

Staff



Calendar Development

Calendar Comparison

- Two options for each year
- All options have a shorter Thanksgiving Break
 - The end of Trimester 1 coincides with Thanksgiving Break only in the before Labor Day start option
- Winter Break are the same dates for all options
- Spring Break is later in March for the after Labor Day start options
- Last Day of School
 - Before Labor Day start: June 1, 2028 and May 31, 2029
 - After Labor Day start: June 8, 2028 and June 7, 2029



Calendar Option 1 - 27/28

Before Labor Day Start

[Calendar Overview](#)

[Month by Month Key Dates](#)



Calendar Option 2 - 27/28

After Labor Day start

[Calendar Overview](#)

[Month by Month Key Dates](#)



Calendar Option 1 - 28/29

Before Labor Day start

[Calendar Overview](#)

[Month by Month Key Dates](#)



Calendar Option 2 - 28/29

After Labor Day start

[Calendar Overview](#)

[Month by Month Key Dates](#)



Recommendation

2027-2028 School Year - Before Labor Day Start

[Calendar](#)

2028-2029 School Year - After Labor Day Start

[Calendar](#)





Questions?



2027-2028 Academic Calendar

JANUARY 2028						
S	M	T	W	Th	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 3 No School E-12
Professional Development Day
- 17 No School E-12
Martin Luther King Jr Day
- 26 2-HR Early Release

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

AUGUST 2027						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2028						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

- 4 No School E-12
K-5 Conferences (day)
WMS/WHS Prof. Development
- 21 No School E-12
President's Day
- 23 2-Hour Early Release

- 1 First Day of School (Kindergarten)
- 6 No School E-12
Labor Day
- 29 2-HR Early Release

SEPTEMBER 2027						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH 2028						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 2 End of Trimester 2
- 3 No School E-12
Teacher Work Day
- 6-10 No School E-12
Spring Break

- 20 No School E-12
K-5 Conferences (day)
WMS/WHS Prof. Development
- 21-22 No School E-12
- 27 2-Hour Early Release

OCTOBER 2027						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2028						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 14 No School E-12
- 26 2-Hour Early Release

- 12 No School E-12
Teacher/Staff Development Day
- 23 End of Trimester 1
- 24 No School E-12
Teacher Work Day
- 25-26 No School E-12

NOVEMBER 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2028						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 29 No School E-12

- 22-31 No School E-12
Winter Break

DECEMBER 2027						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2028						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 1 Last Student Day
- 2 Last Teacher Workday



2027-2028 Academic Calendar

JANUARY 2028						
S	M	T	W	Th	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 3 No School E-12
Professional Development Day
- 17 No School E-12
Martin Luther King Jr Day
- 26 2-HR Early Release

30-31 Teacher Workshop

AUGUST 2027						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2028						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

- 4 No School E-12
K-5 Conferences (day)
WMS/WHS Prof. Development
- 21 No School E-12
President's Day
- 23 2-Hour Early Release

1-2 Teacher Workshop

- 6 No School E-12
Labor Day
- 7 First Day of School (Gr. 1-12)
- 9 First Day of School (Kindergarten)
- 29 2-HR Early Release

SEPTEMBER 2027						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH 2028						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 9 End of Trimester 2
- 10 No School E-12
Teacher Work Day
- 13-17 No School E-12
Spring Break

- 20 No School E-12
K-5 Conferences (day)
WMS/WHS Prof. Development
- 21-22 No School E-12
- 27 2-HR Early Release

OCTOBER 2027						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2028						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 14 No School E-12
- 26 2-Hour Early Release

- 12 No School E-12
Teacher/Staff Development Day
- 25-26 No School E-12

NOVEMBER 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2028						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 29 No School E-12

- 2 End of Trimester 1
- 3 No School E-12
Teacher Work Day
- 22-31 No School E-12
Winter Break

DECEMBER 2027						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2028						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 8 Last Student Day
- 9 Last Teacher Workday



2028 – 2029 Academic Calendar

NOVEMBER 2028						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 10 No School E-12
Teacher/Staff Development
- 21 End of Trimester 1
- 22 No School E-12
Teacher Work Day
- 23-24 No School E-12

MARCH 2029						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 1 End of Trimester 2
- 2 No School E-12
Teacher Work Day
- 5-9 No School E-12
Spring Break

AUGUST 2028						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 21-24 Teacher Workshop Week
- 28 1st Day of School Grades 1-12
- 30 1st Day of School Kindergarten

DECEMBER 2028						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 25-29 No School E-12
Winter Break

APRIL 2029						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 13 No School E-12
- 25 2-HR Early Release (E-12)

SEPTEMBER 2028						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 4 No School E-12 Holiday
- 27 2-HR Early Release (E-12)

JANUARY 2029						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1-2 No School E-12
Winter Break
- 3 No School E-12
Teacher/Staff Development
- 15 No School E-12
Martin Luther King Jr Day
- 31 2-HR Early Release (E-12)

MAY 2029						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 28 No School E-12
- 31 Last Student Day

OCTOBER 2028						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 18 No School E-12
K-5 Conferences - daytime
WMS/WHS Staff Development
- 19-20 No School E-12
Ed MN State Conference
- 25 2-HR Early Release (E-12)

FEBRUARY 2029						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

- 2 No School E-12
K-5 Conferences (daytime)
WMS/WHS Staff Development
- 19 No School E-12
President's Day
- 28 2-HR Early Release (E-12)

June 2029						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 1 Last Teacher Workday



2028 – 2029 Academic Calendar

NOVEMBER 2028						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 10 No School E-12
Teacher/Staff Development
- 23-24 No School E-12
- 30 End of Trimester 1

MARCH 2029						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 8 End of Trimester 2
- 9 No School E-12
Teacher Work Day
- 12-16 No School E-12
Spring Break

AUGUST 2028						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 28-31 Teacher Workshop Week
- 30 110 Open House - evening

DECEMBER 2028						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 1 No School E-12
Teacher Work Day
- 25-29 No School E-12
Winter Break

APRIL 2029						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 13 No School E-12
- 25 2-HR Early Release (E-12)

SEPTEMBER 2028						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 4 No School E-12
Holiday
- 5 1st Day of School Grades 1-12
- 7 1st Day of School Kindergarten
- 27 2-HR Early Release (E-12)

JANUARY 2029						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1-2 No School E-12
Winter Break
- 3 No School E-12
Teacher/Staff Development
- 15 No School E-12
Martin Luther King Jr Day
- 31 2-HR Early Release (E-12)

MAY 2029						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 28 No School E-12

OCTOBER 2028						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 18 No School E-12
K-5 Conferences - daytime
WMS/WHS Staff Development
- 19-20 No School E-12
Ed MN State Conference
- 25 2-HR Early Release (E-12)

FEBRUARY 2029						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

- 2 No School E-12
K-5 Conferences (daytime)
WMS/WHS Staff Development
- 19 No School E-12
President's Day
- 28 2-HR Early Release (E-12)

June 2029						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 7 Last Student Day
- 8 Last Teacher Workday

6.C. Finance Report

Presenter: Pam
Carman, Director of
Finance & Operations

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

WACONIA | October 31, 2025

REVENUE CATEGORIES			FY26 Adopted Budget	Received YTD	Budget Remaining	31-Oct-25	31-Oct-24	31-Oct-23	31-Oct-24	31-Oct-23
	30-Jun-24	30-Jun-25				% Received	% Received	% Received		
STATE	43,525,335	43,706,014	43,738,854	8,459,914	35,278,940	19.34%	21.17%	18.69%	9,253,620	8,134,841
FEDERAL	1,255,094	894,894	838,048	162,957	675,091	19.44%	0.00%	6.31%	0	79,175
PROPERTY TAXES	10,257,811	10,260,902	9,967,872	2,736,649	7,231,223	27.45%	24.12%	23.39%	2,474,650	2,399,344
LOCAL SALES, INS RECOVERY & JUDGEMENTS	0	(1,705)	0	4,492	(4,492)		0.00%	0.00%	0	0
SALE OF BONDS & LOANS	0	0	0	0	0		0.00%	0.00%	0	0
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0		0.00%	0.00%	0	0
LOCAL (FEES, INTEREST, ETC.)	1,702,471	2,040,410	1,604,813	420,985	1,183,828	26.23%	14.23%	13.80%	290,410	234,923
TOTALS	56,740,711	56,900,515	56,149,587	11,784,997	44,364,590	20.99%	21.12%	19.12%	12,018,680	10,848,283

EXPENDITURES (OBJECT SERIES)			FY26 Adopted Budget	Expended YTD	Budget Remaining	31-Oct-25	31-Oct-24	31-Oct-23	31-Oct-24	31-Oct-23
	30-Jun-24	30-Jun-25				% Expended	% Expended	% Expended		
SALARIES & WAGES	27,539,445	28,557,637	30,827,060	6,109,634	24,717,426	19.82%	20.18%	20.52%	5,763,625	5,650,567
EMPLOYEE BENEFITS	10,431,339	11,378,624	11,777,614	2,605,723	9,171,891	22.12%	22.21%	21.18%	2,526,999	2,209,512
PURCHASED SERVICES	7,612,703	8,344,460	8,513,778	2,076,326	6,437,452	24.39%	22.77%	19.45%	1,899,918	1,480,844
SUPPLIES	1,724,992	1,869,383	1,980,575	755,303	1,225,272	38.14%	18.44%	20.29%	344,772	350,021
EQUIPMENT	904,658	1,293,468	1,462,300	706,546	755,754	48.32%	47.31%	42.81%	611,987	387,286
DEBT SERVICE	83,267	83,267	81,287	2,200	79,087	2.71%	100.00%	100.00%	83,267	83,266
OTHER EXPENDITURES	284,535	268,429	288,579	89,933	198,646	31.16%	38.69%	29.49%	103,845	83,918
OTHER FINANCING USES	179,732	0	63,000	0	63,000	0.00%	0.00%	0.00%	0	0
TOTALS	48,760,671	51,795,268	54,994,193	12,345,665	42,648,528	22.45%	21.88%	21.01%	11,334,413	10,245,415

EXPENDITURES (PROGRAM SERIES)			FY26 Adopted Budget	Expended YTD	Budget Remaining	31-Oct-25	31-Oct-24	31-Oct-23	31-Oct-24	31-Oct-23
	30-Jun-24	30-Jun-25				% Expended	% Expended	% Expended		
SITE ADMINISTRATION	1,009,465	1,086,471	1,124,204	368,174	756,030	32.75%	30.88%	34.78%	335,530	351,090
DISTRICT ADMINISTRATION	479,268	478,718	507,637	146,039	361,598	28.77%	33.65%	33.52%	161,089	160,633
SUPPORT SERVICES	1,696,730	1,875,357	2,052,639	740,208	1,312,431	36.06%	34.36%	34.26%	644,403	581,235
REGULAR INSTRUCTION	19,683,539	21,366,367	21,695,083	4,072,957	17,622,126	18.77%	17.96%	18.58%	3,836,867	3,658,093
EXTRA-CURRICULAR ACTIVITIES	1,970,761	2,084,156	2,138,382	141,676	1,996,706	6.63%	-0.88%	-2.80%	(18,323)	(55,243)
VOCATIONAL INSTRUCTION	536,073	635,540	574,343	83,787	490,556	14.59%	15.19%	14.94%	96,535	80,068
SPECIAL EDUCATION	10,567,638	11,064,177	12,473,658	2,291,793	10,181,865	18.37%	18.63%	19.11%	2,061,761	2,019,428
COMMUNITY SERVICES	8,848	14,322	8,848	0	8,848	0.00%	0.00%	0.00%	0	0
INSTRUCTIONAL SUPPORT	2,462,123	2,274,874	2,923,864	1,306,798	1,617,066	44.69%	42.00%	36.55%	955,405	899,856
PUPIL SUPPORT SERVICES	4,958,436	5,237,720	5,697,145	1,018,520	4,678,625	17.88%	16.14%	14.56%	845,133	721,828
FACILITIES	4,820,100	5,237,835	5,273,390	1,570,511	3,702,879	29.78%	32.78%	28.67%	1,716,789	1,382,051
OTHER FINANCING USES	567,689	439,732	525,000	605,302	(80,302)	115.30%	159.01%	78.63%	699,223	446,376
TOTALS	48,760,671	51,795,268	54,994,193	12,345,765	42,648,428	22.45%	21.88%	21.01%	11,334,413	10,245,415

ACTIVITY - OTHER FUNDS						31-Oct-25	31-Oct-24	31-Oct-23		
REVENUE	30-Jun-24	30-Jun-25	FY26 Adopted Budget	Received YTD	Budget Remaining	% Received	% Received	% Received	31-Oct-24	31-Oct-23
FOOD SERVICE	3,388,847	3,319,655	3,449,636	7,256	3,442,380	0.21%	0.51%	0.30%	17,053	10,183
COMMUNITY EDUCATION	4,221,222	4,247,809	4,171,711	1,570,694	2,601,017	37.65%	28.62%	38.03%	1,215,771	1,605,278
CONSTRUCTION	6,158,103	9,596,627	75,000	82,232	(7,232)	109.64%	0.25%	0.00%	24,108	0
DEBT SERVICE	9,557,211	21,753,496	9,737,900	2,584,284	7,153,617	26.54%	11.55%	27.91%	2,511,612	2,667,151
TRUST	11,250	12,950	0	0	0		0.00%	0.00%	0	0
CUSTODIAL	0	0	0	0	0		0.00%	0.00%	0	0
INTERNAL SERVICE	550,381	418,183	485,000	146,171	338,829	30.14%	30.82%	26.49%	128,898	145,813
OPEB REVOCABLE TRUST	0	0	0	0	0		0.00%	0.00%	27,729	(8,627)
OPEB IRREVOCABLE TRUST	152,627	439,769	135,000	43,184	91,816	31.99%	0.00%	0.00%	0	0
OPEB DEBT SERVICE	0	0	0	0	0		0.00%	0.00%	0	0
TOTALS	24,039,642	39,788,489	18,054,247	4,433,820	13,620,427	24.56%	9.87%	18.39%	3,925,171	4,419,798

EXPENDITURES						31-Oct-25	31-Oct-24	31-Oct-23		
EXPENDITURES	30-Jun-24	30-Jun-25	FY26 Adopted Budget	Expended YTD	Budget Remaining	% Expended	% Expended	% Expended	31-Oct-24	31-Oct-23
FOOD SERVICE	3,472,583	3,138,794	3,828,301	661,694	3,166,607	17.28%	22.75%	20.34%	713,929	706,153
COMMUNITY EDUCATION	3,902,578	4,136,902	3,889,861	1,611,691	2,278,170	41.43%	32.01%	28.56%	1,324,060	1,114,462
CONSTRUCTION	2,061,110	5,459,450	9,384,517	4,945,164	4,439,353	52.69%	7.09%	0.00%	387,237	0
DEBT SERVICE	9,396,831	21,790,482	9,737,900	1,560,582	8,177,318	16.03%	7.43%	17.60%	1,619,926	1,653,391
TRUST	4,500	10,250	0	500	(500)		0.00%	0.00%	0	0
CUSTODIAL	0	0	0	0	0		0.00%	0.00%	0	0
INTERNAL SERVICE	448,577	442,895	485,000	155,040	329,960	31.97%	34.00%	30.86%	150,604	138,409
OPEB REVOCABLE TRUST	0	0	0	0	0		0.00%	0.00%	753	639
OPEB IRREVOCABLE TRUST	346,417	361,101	135,000	798	134,202	0.59%	0.00%	0.00%	0	0
OPEB DEBT SERVICE	0	0	0	0	0		0.00%	0.00%	0	0
TOTALS	19,632,596	35,339,874	27,460,579	8,935,468	18,525,111	32.54%	11.87%	18.40%	4,196,509	3,613,054

SUMMARY - ALL FUNDS						31-Oct-25	31-Oct-24	31-Oct-23		
SUMMARY	30-Jun-24	30-Jun-25	FY26 Adopted Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	31-Oct-24	31-Oct-23
REVENUE	80,780,353	96,689,004	73,048,440	16,218,817	56,829,623	22.20%	16.49%	18.90%	15,943,851	15,268,081
EXPENDITURES	68,393,267	87,135,142	82,454,772	21,281,134	61,173,638	25.81%	17.82%	20.26%	15,530,922	13,858,469
SPENDING VARIANCE	12,387,086	9,553,862	(9,406,332)	(5,062,316)	N/A	N/A	N/A	N/A	412,929	1,409,612

7. **ACTION ITEMS**

7.A. Certify Levy / Adopt Final Pay 2026 Levy

Presenter: Pam
Carman, Director of
Finance and
Operations



MEMORANDUM

TO: Members of the School Board

FROM: Pam Carman, Director of Finance & Operations

DATE: December 15, 2025

SUBJECT: Certification of the Final Levy for 2025 Taxes Payable

Dear Members of the School Board,

As we approach the final stages of the levy certification process, I am requesting your approval to certify the final levy for 2026 taxes payable.

Comparison of Actual Tax Levy Payable in 2025 to Proposed Levy Payable in 2026

Fund Levy Category	Actual Levy Payable in 2025	Proposed Levy Payable in 2026	\$ Change	% Change
General Fund (Fund 01)				
Operating Referendum	\$ 5,050,891	\$ 7,756,577	\$ 2,705,686	53.6%
Local Optional	\$ 3,200,911	\$ 2,973,583	\$ (227,328)	-7.1%
Equity	\$ 533,580	\$ 361,687	\$ (171,893)	-32.2%
Operating Capital	\$ 478,227	\$ 480,270	\$ 2,043	0.4%
Reemployment Insurance	\$ 45,000	\$ 20,000	\$ (25,000)	-55.6%
Safe Schools	\$ 161,640	\$ 147,858	\$ (13,782)	-8.5%
Safe Schools Intermediary	\$ 14,098	\$ 12,896	\$ (1,202)	-8.5%
Career and Technical	\$ 148,175	\$ 162,309	\$ 14,134	9.5%
Annual Other Post-Employment Benefits (OPEB)	\$ 11,209	\$ 20,253	\$ 9,044	80.7%
Long-Term Facilities Maintenance (LTFM)	\$ 750,949	\$ 675,820	\$ (75,129)	-10.0%
Building/Land Lease	\$ 650,396	\$ 644,363	\$ (6,033)	-0.9%
Adjustments and Abatements	\$ (152,941)	\$ (655,249)	\$ (502,308)	
General Fund Total Levy	\$ 10,892,135	\$ 12,600,368	\$ 1,708,232	15.7%
Community Service (Fund 04)				
Basic Community Education	\$ 168,095	\$ 159,401	\$ (8,694)	-5.2%
Early Childhood Education	\$ 101,890	\$ 90,248	\$ (11,642)	-11.4%
Home Visting	\$ 4,146	\$ 4,434	\$ 288	7.0%
Adults with Disabilities	\$ 2,701	\$ 2,548	\$ (153)	-5.7%
School-age Care	\$ -	\$ 60,000	\$ 60,000	
Adjustments and Abatements	\$ (10,840)	\$ 22,511	\$ 33,351	
Community Service Fund Total Levy	\$ 265,992	\$ 339,142	\$ 73,150	27.5%
Debt Service Fund (Fund 07)				
Voter-Approved Debt Service	\$ 7,221,487	\$ 7,416,577	\$ 195,090	2.7%
Non-Voter Approved Debt Service	\$ 2,046,520	\$ 1,921,479	\$ (125,041)	-6.1%
Adjustments and Abatements	\$ (595,522)	\$ (464,748)	\$ 130,774	
Debt Service Fund Total Levy	\$ 8,672,485	\$ 8,873,308	\$ 200,823	2.3%
Total Property Tax Levy All Funds	\$ 19,830,612	\$ 21,812,818	\$ 1,982,206	10.0%

7.B. Storm Water Drainage and Reuse Agreement with
the City of Waconia - Southview Elementary

Presenter: Pam
Carman, Director of
Finance and
Operations and Tim
Bisek, Director of
Buildings and Grounds



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Tim Bisek, Director of Buildings & Grounds

DATE: December 15, 2025

SUBJECT: Storm Water Drainage and Reuse Agreement with the City of Waconia – Southview Elementary

Purpose

The purpose of this memo is to request School Board approval of the Storm Water Drainage and Reuse Agreement between Independent School District No. 110 and the City of Waconia related to Southview Elementary School .

Background

Recent improvements at Southview Elementary and the adjacent Willow House required additional parking to support school operations and programming. As part of that work, a portion of on-site green space was converted to a paved parking area.

Under City storm water and land-use requirements, properties must maintain a minimum percentage of previous (green) space. Due to the reduction in green space associated with the parking improvements, Southview Elementary no longer fully meets this requirement using on-site storm water solutions alone.

To address this, the District is required to participate in the City of Waconia's 10th Street Storm Water Regional Pond system. This approach allows the District to remain compliant with City Code by redirecting storm water and purchasing treated reuse water from the City for landscape irrigation of the remaining green space at Southview Elementary.

Overview of the Agreement

The Storm Water Drainage and Reuse Agreement:

- Allows storm water from the Southview Elementary parking area to drain into the City's regional storm water pond.
- Authorizes the City to deliver treated reuse water back to the site during the irrigation season for landscape irrigation.
- Establishes permanent easements to support drainage, water delivery, and system maintenance.
- Defines usage requirements, water quality standards, billing rates, and operational responsibilities.
- Ensures the District remains in compliance with City storm water, environmental, and land-use regulations.

This agreement serves as an alternative to constructing additional on-site storm water infrastructure, which would be significantly more costly and operationally complex.

Financial Impact

The agreement includes:

- A one-time connection charge payable to the City.
- Ongoing seasonal water usage charges, billed based on actual irrigation volumes and City-approved rates.

These costs have been reviewed and are consistent with City requirements for participating properties.

Recommendation

Administration recommends that the School Board approve the Storm Water Drainage and Reuse Agreement with the City of Waconia for Southview Elementary, as presented.

Approval of this agreement ensures continued compliance with City storm water regulations while supporting the operational needs of the school site following recent parking improvements.

STORM WATER DRAINAGE AND REUSE AGREEMENT

This Storm Water Drainage and Reuse Agreement (“**Agreement**”) is dated effective May 1, 2024 (the “**Effective Date**”) and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Independent School District No. 110, a Minnesota municipal corporation (the “**Current Owner**”). This Agreement has been executed by the parties as of the dates set forth in the notary blocks below their signatures, to be effective as of the Effective Date set forth above.

RECITALS

- A. The City operates a storm water retention pond known as the “10th Street Storm Water Regional Pond” on real property legally described as follows:
 - Outlot B, SUDHEIMER HOMESTEAD ADDITION, Carver County, Minnesota(the “**Pond Parcel**”).
- B. Further, the City operates a System (defined below) that delivers storm water from such pond to certain parcels of real property for landscape irrigation uses. As part of the System, the City has installed a pump house on the real property legally described as follows:
 - Outlot B, SUDHEIMER RETAIL ADDITION, Carver County, Minnesota(the “**Pump House Parcel**”).
- C. The Current Owner holds fee simple title to the parcel of real property in Carver County, Minnesota, legally described on attached Exhibit A (“**Owner’s Parcel**”).
- D. The Pond Parcel, the Pump House Parcel and Owner’s Parcel are collectively referred to in this Agreement as the “**Parcels**.”
- E. Chapter 415 of the Waconia City Code addresses pressurized storm water reuse systems. Pursuant to Chapter 415, certain parcels of real property may connect to the above-described pond and the City’s storm water reuse system, as described in this Agreement, for storm water drainage and landscape irrigation purposes if the requirements of Chapter 415 are met. Owner’s Parcel is, or will be, listed in Chapter 415 as a parcel of real property that may voluntarily connect.
- F. After evaluating the costs and benefits associated with possible storm water management options, Current Owner desires to voluntarily subject Owner’s Parcel to the requirements of Chapter 415 and this Agreement.
- G. The City and Current Owner have entered into this Agreement to memorialize their agreements regarding the matters set forth below.

AGREEMENTS

NOW, THEREFORE, in consideration of mutual obligations contained herein, the City and Current Owner agree the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions, and conditions set forth below:

1. **Definitions.**

"Chapter 415" means Chapter 415 of the Waconia City Code, as amended, renumbered and re-codified from time to time.

"Code" means the Waconia City Code, as amended, renumbered and re-codified from time to time.

"Delivery Commencement Date" means the date the City first makes Reuse Water available at the Delivery Point.

"Delivery Point" means the primary irrigation box for Owner's Irrigation Improvements, the location of which is depicted as the "Delivery Point" on attached Exhibit B.

"Green Space" means pervious area covered with grass, shrubs, trees, or other vegetation.

"Hard Space" means area that is paved or cannot otherwise be irrigated with sprinkler or drip irrigation, excluding any area on which a building or another structure has been constructed.

"Irrigation Season" means, regarding each calendar year, the period starting on the day the City first provides Reuse Water to the Delivery Point for disbursement onto the Owner's Green Space and ending on the day that the City terminates the delivery of Reuse Water to the Delivery Point. Subject to weather conditions, each irrigation season will generally start in early April and end in late October.

"Maximum Volume" means 7,129 U.S. gallons applied to the Owner's Green Space per day.

"Minimum Volume" means 4,753 U.S. gallons applied to Owner's Green Space per day.

"Natural State" means a wild, primitive state untouched by civilization or, in the case of restoration, a state substantially similar thereto.

"Open Space" means the aggregate of all Green Space and Hard Space.

"Owner" means Current Owner and all successors and assigns of Current Owner as the owner of fee simple title to all or any portion of Owner's Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on Owner's Parcel unless such holder becomes a fee simple owner of Owner's Parcel.

“Owner’s Green Space” means the approximately 52,708 square feet of Green Space on Owner’s Parcel that is labeled “Owner’s Green Space” on the diagram attached as Exhibit B.

“Owner’s New Hard Space” means the approximately 12,197 square feet of Hard Space on Owner’s Parcel that is labeled “Parking Area” on the diagram attached as Exhibit B.

“Owner’s Open Space” means the Open Space on Owner’s Parcel, as depicted on the diagram attached as Exhibit B.

“Owner’s Irrigation Improvements” means the facilities and apparatus installed, maintained, and operated on Owner’s Parcel to meter and disperse Reuse Water on Owner’s Green Space using sprinklers and/or drip irrigation.

“Permittees” means the tenant(s), subtenant(s) or occupant(s) of Owner’s Parcel and the respective employees, agents, contractors, customers, invitees and licensees of such parties and Owner.

“Pond” means the 10th Street Storm Water Regional Pond that has been constructed on the Pond Parcel, as the same may be modified and reconstructed.

“Reuse Water” means moderately treated storm water. If at any time the City does not have enough moderately treated storm water to meet the City’s obligations under this Agreement, then the City may substitute other water of at least equal quality (e.g., potable water) and all references to Reuse Water shall be deemed to include the substituted water.

“System” means the pressurized pumps, pumping systems, pipes, distribution systems, and water treatment units maintained and operated by the City for the purpose of delivering Reuse Water from the Pond to certain parcels of real property for landscape irrigation uses, as the same may be modified, reconstructed, replaced or improved from time to time. Without limiting the general nature of the preceding sentence, all improvements installed and maintained on the Pond Parcel and the Pump House Parcel shall be deemed part of the System.

Additional terms are defined in the introductory paragraph, the recitals and later in this Agreement. All defined terms, when capitalized, shall have the meanings ascribed to them unless the context clearly requires otherwise.

2. **Storm Water Drainage from Owner’s Parcel to the Pond Parcel.**

2.1. **Pond Drainage Easement.** Subject to the conditions, limitations and reservations contained in this Agreement, the City hereby grants Owner a nonexclusive, perpetual easement to drain storm water from the Owner’s New Hard Space into the Pond (the **“Pond Drainage Easement”**). Such easement is an appurtenant easement that benefits Owner’s Parcel and burdens the Pond Parcel. Except for the drainage of storm water as described above, the Pond Drainage Easement does not grant Owner any rights to enter onto or possess any portion of the Pond Parcel.

- 2.2. **Conveyance of Storm Water.** Owner's Parcel and the Pond Parcel are not contiguous. As such, the City agrees to provide and maintain facilities sufficient to convey storm water from Owner's Parcel to the Pond Parcel using public drainage easements and right-of-way. The City shall determine, in its discretion, the nature and location of such facilities and the City may, from time to time, reconstruct, replace, and relocate such facilities as the City desires. Further, the City shall determine, in its discretion, where the catch basin(s) for such facilities will be located to capture storm water drainage from Owner's New Hard Space. Owner, at Owner's sole expense, shall direct all storm water drainage from Owner's New Hard Space to such catch basin(s). Notwithstanding anything in this Agreement to the contrary, the City has not granted any ownership or easement rights to Owner regarding any public drainage easements and right-of-way used by the City to meet its obligations under this Section 2.2 and Owner shall not claim any such rights.
- 2.3. **Maintenance and Repair of Pond.** Subject to Owner's obligations under this Agreement, the City shall maintain the Pond in good condition and repair.
- 2.4. **Payment of Storm Water Fees.** Regarding Owner's Parcel, Owner shall timely pay all fees required by the Code for discharge, drainage, detention, and retention of storm water runoff. Owner acknowledges that it has reviewed an initial estimate of such fees prior to executing this Agreement. These fees are in addition to any storm water reuse fees described in Section 3 below.

3. **Storm Water Reuse.**

- 3.1. **Green Space Easement.** Subject to the conditions, limitations and reservations contained in this Agreement, Owner hereby grants the City and its successors and assigns an in gross easement under, across and over Owner's Green Space (the "**Green Space Easement**") for the following purposes: i) disbursing Reuse Water onto Owner's Green Space; and ii) examining Owner's Irrigation Improvements to ascertain the manner in which Reuse Water is being used, the quantity of Reuse Water being used, and any other information regarding Owner's Green Space, the System, Owner's Irrigation Improvements or Reuse Water that the City deems pertinent. Owner shall not use Owner's Green Space for any purpose that will interfere with the rights and uses granted by the Green Space Easement. The Green Space Easement shall exist as a commercial in-gross easement that is perpetual, irrevocable, and assignable. While exercising its rights under the Green Space Easement, the City shall not unreasonably interfere with any business being conducted on Owner's Parcel by Owner or Permittees.
- 3.2. **Delivery Point Easement.** Subject to the conditions, limitations and reservations contained in this Agreement, Owner hereby grants the City and its successors and assigns an in gross easement under, across and over Owner's Open Space (the "**Delivery Point Easement**") for the purposes of installing, maintaining, repairing, and replacing pipes and apparatus to deliver Reuse Water to the Delivery Point. Owner shall not use Owner's Open Space for any purpose that will interfere with

the rights and uses granted by the Delivery Point Easement. Such Delivery Point Easement shall exist as a commercial in gross easement that is perpetual, irrevocable, and assignable. While exercising its rights under the Delivery Point Easement, the City shall not unreasonably interfere with any business being conducted on Owner's Parcel by Owner or Permittees.

- 3.3. **Owner's Green Space Improvements.** Owner, at its expense, has designed and installed landscaping improvements on Owner's Green Space as required by the Code or any applicable Development Agreement. Owner shall, at its expense, keep all such landscaping improvements in good condition and repair (and install replacements when necessary).
- 3.4. **Owner's Irrigation Improvements.** Owner, at its expense, has designed and constructed Owner's Irrigation Improvements in a manner capable of disbursing the Maximum Volume of Reuse Water onto Owner's Green Space each day during the Irrigation Season. Owner shall, at its expense, keep Owner's Irrigation Improvements in good condition and repair (and install replacements when necessary). Owner shall not excavate or otherwise attempt to enter upon City streets, parking strips, sidewalks, or other public right-of-way to lay, remove or repair Owner's Irrigation Improvements nor allow any Permittees to do so.
- 3.5. **Meter.** As part of Owner's Irrigation Improvements, Owner shall install and maintain a meter capable of measuring, in U.S. gallons, the volume of Reuse Water used on Owner's Green Space. The initial meter installed by Owner and any replacement meters are subject to the City's prior approval.
- 3.6. **City's Delivery of Reuse Water.** Commencing on the Delivery Commencement Date, the City shall make Reuse Water available at the Delivery Point for use on Owner's Green Space during each Irrigation Season, subject to the following:
 - 3.6.1 **Volume Control.** The City shall have exclusive control over the volume of Reuse Water delivered to Owner's Green Space. *For example, The City may vary the volume of Reuse Water delivered to meet Carver County volume control and water quality requirements.* Except as provided in Section 3.6.2 below, the City shall use commercially reasonable efforts to deliver no less than the Minimum Volume of Reuse Water each day during an Irrigation Season.
 - 3.6.2 **Interruption.** The City does not warrant continuous service. Any interruption in the City's delivery of Reuse Water to Owner's Green Space during an Irrigation Season ("**Interruption**") shall not be deemed a breach of this Agreement by the City nor render the City liable to Owner for damages. During any period of Interruption, however, Owner's obligation to consume Reuse Water under Section 3.7 below shall abate until service is restored by the City. Further, the following provisions shall apply, as applicable:

- 3.6.2.1. **Involuntary.** In the event of an involuntary Interruption, the City shall make commercially reasonable efforts to restore service once it becomes aware of the Interruption. If Owner becomes aware of any Interruption (excepting any voluntary interruption pursuant to Section 3.6.2.2 below), Owner shall give the City prompt, written notice of the Interruption.
 - 3.6.2.2. **Voluntary.** The City may, at any time, modify or suspend the delivery of Reuse Water to Owner's Green Space: i) to make repairs, modifications, replacements and improvements to the System; or ii) if the City determines that Reuse Water usage needs to be scheduled, restricted or otherwise limited due to demands on the System caused by drought, mechanical failure or other reasons.
- 3.7. **Owner's Use of Reuse Water.** Owner shall fully comply with the following requirements:
 - 3.7.1 **No Assignment.** Reuse Water delivered to the Delivery Point shall only be used to irrigate Owner's Green Space and for no other purpose. Owner shall not allow any other person or property owner to use such Reuse Water.
 - 3.7.2 **No Contamination.** Owner shall not connect any part of Owner's Irrigation Improvements to any part of the City's potable water system. Owner shall not place or introduce into the System any matter, substance, chemical, or compound without written authorization from the City.
 - 3.7.3 **No Waste.** Owner shall not waste Reuse Water or allow it to be wasted by Permittees or improperly maintained facilities (*e.g., valves, joints, or pipes*). Flood irrigation using Reuse Water is prohibited unless authorized by the City in writing.
 - 3.7.4 **No Interference.** Unless the City and Owner agree to the contrary, confirmed in writing, the City shall turn the delivery of Reuse Water on and off at the Delivery Point each Irrigation Season. As such, Owner shall not turn Reuse Water on or off at the Delivery Point nor allow any Permittee to do so unless the above-described agreement has been reached.
 - 3.7.5 **No Destruction.** Owner shall not destroy, deface, injure, or interfere with the operation of any part of the System.
 - 3.7.6 **No Improper Use.** Owner shall not use nor allow any Permittee to use Reuse Water to drive or propel any motor, siphon, turbine, wheel, hydraulic engine, elevator, or other machinery of any kind.
- 3.8. **Water Quality Disclaimer and Signage.** Owner acknowledges that Reuse Water will have only limited treatment or chemical modification. Owner shall not use or allow any Permittees to use Reuse Water for potable or consumptive use. Owner

shall place no less than four (4) signs on Owner's Parcel providing notice to Permittees and the public of such restrictions.

- 3.9. **Connection Charge.** Owner shall pay the City a connection charge ("**Connection Charge**") to connect Owner's Irrigation Improvements to the System equal to \$10,504.44. Owner acknowledges and agrees the Connection Charge is fair and equitable. The Connection Charge, if not already paid, is due and payable concurrent with Owner's execution of this Agreement.
- 3.10. **Reoccurring Charges.** The City shall bill Owner for all Reuse Water consumed regarding Owner's Green Space pursuant to Chapter 415, subject to the following requirements:
- 3.10.1 **Rate.** The initial Reuse Water rate shall be \$2.50 for each 1,000 U.S. gallons of Reuse Water consumed. The City may unilaterally adjust this rate, from time to time, in a fair and equitable manner.
- 3.10.2 **Invoices.** Owner shall pay each invoice for Reuse Water consumption as required by Chapter 415.
- 3.10.3 **Minimum Volume Requirement.** If on any day during an Irrigation Season the Minimum Volume of Reuse Water is not disbursed on Owner's Green Space because Owner's Irrigation Improvements are incapable of disbursing such amount, then the charge for such day shall equal the charge that would have applied had the Minimum Volume of Reuse Water been disbursed (subject to abatement pursuant to Section 3.6.2 above).
- 3.10.4 **Maximum Volume Limitation.** If on any day during an Irrigation Season the City disburses more than the Maximum Volume of Reuse Water on Owner's Green Space, then the charge for such day shall equal the charge that would have applied had the Maximum Volume been disbursed.

4. **Remedies and Enforcement.**

- 4.1. **Breach by Owner.** If Owner breaches this Agreement and fails to cure such breach within 10 days of the date that the City gives Owner notice of such breach, then the City may enforce any of the following remedies (or any combination thereof):
- 4.1.1 **Suspension.** The City may suspend Reuse Water service to Owner's Parcel.
- 4.1.2 **Termination.** The City may terminate this Agreement and the easements contained herein, in which event Owner shall reconfigure and reconstruct Owner's Parcel to fully comply with Applicable Storm Water Laws using on-site solutions located solely on Owner's Parcel (*e.g., holding ponds, rain gardens, amended soils, and runoff controls*). For purposes of this Agreement, "**Applicable Storm Water Laws**" means laws, regulations, ordinances and governmental orders, directives and policies regarding storm water and the drainage, retention, and treatment thereof.

- 4.1.3 **Collection of Delinquent Charges.** If the breach relates to any amount past due, the City may treat such amount as a delinquent utility charge under the Code. Without limiting the general nature of the immediately preceding sentence, Owner specifically agrees the City may assess Owner's Parcel for all delinquent charges.
 - 4.1.4 **Self Help.** If Owner fails to install or maintain Owner's Irrigation Improvements as required by this Agreement or Chapter 415, the City may enter onto Owner's Parcel for the purposes of curing such breach at Owner's expense (and Owner hereby grants the City a temporary easement for making such entry). Owner shall reimburse the City for any costs incurred by the City in exercising its rights under this Section 4.1.4. Any such reimbursement shall be due and payable 10 days after the City gives Owner notice of its reimbursement request.
 - 4.1.5 **Other Legal and Equitable Remedies.** In addition to the above, the City may seek any other remedy available at law or in equity including, but not limited to, damages, specific performance, and injunctive relief.
 - 4.2. **Breach by the City.** If the City breaches this Agreement and fails to cure such breach within 10 days of the date that Owner gives the City notice of such breach, then Owner may seek any remedy available at law or in equity.
 - 4.3. **Ordinance Violation.** Any violation of Chapter 415 or any other provision of the Code may result in civil or criminal penalties pursuant to Code in addition to any remedies available to the City pursuant to this Agreement.
- 5. **Warranties and Liability Limitations.** Except as expressly provided in this Agreement to the contrary, the City makes no warranty, express or implied, with respect to the System and the City specifically disclaims any warranty of merchantability and of fitness for a particular purpose. Notwithstanding anything in this Agreement to the contrary, the City shall not be liable for any damage or injury to vegetation caused by Reuse Water or for any damage or injury caused by a person ingesting Reuse Water. Further, notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential, special, or exemplary damages. Moreover, nothing in this this Agreement shall be construed as waiving or altering any immunity afforded the City or any liability limitations applicable to the City. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.
- 6. **Chapter 415.** To the extent any provision of this Agreement conflicts with any provision of Chapter 415, Chapter 415 shall control.
- 7. **Subdivision.** Owner agrees that Owner shall not subdivide Owner's Parcel without the City's consent. The City may condition any such consent on the owners of the resulting parcels entering new agreements for each resulting parcel that are substantially similar to this Agreement. The City may further require reimbursement of all costs incurred by the

City regarding reconfiguration of the System to accommodate the subdivision request. All such conditions and similar conditions shall be deemed reasonable.

8. **Mortgages.** Owner shall cause each mortgagee holding a mortgage on Owner's Parcel as of the date this Agreement is first fully executed by the parties to subordinate its mortgage to this Agreement using a recordable document approved by the City and recorded against Owner's Parcel at Owner's expense.
9. **Change in Laws.** If any law is enacted or becomes effective, any regulation is promulgated or becomes effective, any court or administrative agency decision is rendered, any administrative agency interpretation is issued, or any similar action is taken which, in the City's reasonable opinion, is likely to cause any of this Agreement's provisions to be in violation of any such law, regulation, decision, interpretation or similar action, then the parties will use their best efforts, proceeding with dispatch and without unnecessary delay, to reform this Agreement so as to achieve, as nearly as possible, the original goals of the parties to this Agreement without the risk of such violation.
10. **Termination.** This Agreement may only be terminated under the following circumstances:
 - 10.1. **Agreement.** This Agreement shall terminate if the City and Owner agree to terminate this Agreement.
 - 10.2. **Breach.** This Agreement shall terminate if the City exercises its right to terminate this Agreement based on Owner's breach as described in Section 4.1.2.
 - 10.3. **Restoration of Owner's Parcel to its Natural State.** Owner may unilaterally terminate this Agreement if the Owner razes all improvements on Owner's Parcel and restores Owner's Parcel to its Natural State, provided all the following requirements are met:
 - 10.3.1 **Notice.** Owner gives the City written notice, not less than 180 days prior to razing any improvements, of Owner's intent to restore Owner's Parcel to its Natural State.
 - 10.3.2 **Permits.** Owner obtains all required permits and approvals to perform such work.
 - 10.3.3 **Inspection.** Owner allows the City, Carver County, the State of Minnesota, and their consultants to inspect Owner's demolition and restoration work.
 - 10.3.4 **Cost Reimbursement.** Owner allows the City to disconnect the System from the Delivery Point and Owner reimburses the City for all costs incurred by the City to disconnect the System.
 - 10.3.5 **Disconnection from Potable Water System.** Owner has the City, at Owner's expense, disconnect Owner's Parcel from the City's potable water system.
 - 10.3.6 **Recordable Termination.** Owner, at its expense, prepares a written termination agreement, the form of which shall be subject to the City's

approval, and records such termination in the property records for the Parcels.

10.4. **Termination by the City.** The City may unilaterally terminate this Agreement by written notice to Owner if the City determines, in its sole discretion, that it is no longer economically feasible or desirable to continue providing the System, provided all the following requirements are met:

10.4.1 **Notice.** The City gives Owner not less than 180 days prior written notice that the City is electing to terminate this Agreement and stating the termination date.

10.4.2 **Replacement Drainage Easement.** With its notice, the City delivers a new drainage easement to Owner that allows Owner's Parcel to drain up to 100% of its excess storm water into the Pond (the "**Replacement Easement**") notwithstanding the termination of this Agreement.

10.4.3 **Disconnection from System.** The City disconnects the System from the Delivery Point at the City's expense on or before the date of termination at the City's expense.

10.4.4 **Recordable Termination.** The City at its expense, prepares a written termination agreement, the form of which shall be subject to Owner's approval, and records such termination in the property records for the Parcels.

11. **Miscellaneous.**

11.1. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery addressed to a party at its address listed below. Notice shall be deemed given upon receipt or refusal to accept delivery. A party may change from time to time its respective address for notice hereunder by like notice to the other party to this Agreement.

The address of the City is as follows:

City Administrator
201 South Vine Street
Waconia, MN 55387

The address of Owner is as follows:

Superintendent
ISD No. 110
512 Industrial Blvd.
Waconia, MN 55387

11.2. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and

all prior representations, negotiations, and understandings of the parties are superseded by this Agreement.

- 11.3. **Interpretation.** The language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. No easements, except those expressly set forth herein, shall be implied by this Agreement.
- 11.4. **Attorneys' Fees.** If either party to this Agreement institutes any legal action or proceeding against the other party for the enforcement of any right or obligation herein contained, the prevailing party, after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 11.5. **Amendment.** The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the City and Owner, evidenced by a document that has been fully executed and acknowledged by the City and Owner and recorded in the official records of the County Recorder/Registrar of Titles of Carver County, Minnesota.
- 11.6. **Consents.** Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: i) be in writing; ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this Agreement, to be effective, must be given, denied, or conditioned expressly and in writing.
- 11.7. **No Waiver.** No waiver of any default of any obligation by any party bound hereunder shall be implied from any omission by the other party with rights hereunder to take any action with respect to such default.
- 11.8. **No Agency.** Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the City and Owner.
- 11.9. **Covenants Run with Land.** Each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land and shall bind every person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 11.10. **Grantee's Acceptance.** The grantee or assignee of any of the Parcels, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to the easements, covenants, conditions, restrictions, and obligations contained herein.

- 11.11. **Severability.** Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Parcels or any combination of them by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
- 11.12. **Time.** All references in this Agreement to “days” shall mean calendar days unless expressly referred to as “business days.” If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday recognized by the City, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday recognized by the City. Time is of the essence.
- 11.13. **Governing Law.** The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 11.14. **Estoppel Certificates.** Either party, within 10 days of its receipt of a written request from the other, shall from time to time provide the requesting party, a certificate binding upon such party stating: i) to the best of such the party’s knowledge, whether any party is in default or violation of this Agreement and if so identifying such default or violation; and ii) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
- 11.15. **Bankruptcy.** In the event of any bankruptcy affecting any party or occupant of any of the Parcels, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- 11.16. **Commercially Reasonable.** With respect to matters arising under this Agreement, each party shall act in a commercially reasonable manner except when another standard is expressly provided.
- 11.17. **Inapplicability of MCIOA.** This Agreement creates rights relating to access and utilities. The parties to this Agreement do not intend or elect to have the Parcels, or any portion thereof, governed by the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B (“**MCIOA**”). Accordingly, with respect to this Agreement, the provisions of MCIOA do not apply to the Parcels.
- 11.18. **Recitals and Exhibits.** The recitals set forth above, and the exhibits attached hereto, are incorporated and made a part of this Agreement.

[Signature pages follow.]

SIGNATURE PAGE TO STORM WATER DRAINAGE AND REUSE EASEMENT

CITY OF WACONIA

By: Tim Litfin
Its: Mayor

Jacqueline Schulze
Its: Clerk

STATE OF MINNESOTA)
) ss.:
COUNTY OF CARVER)

The foregoing was acknowledged before me this ____ day of _____, 2025 by Tim Litfin and Jacqueline Schulze, the Mayor and Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO STORM WATER DRAINAGE AND REUSE EASEMENT

INDEPENDENT SCHOOL DISTRICT NO. 110

By: Kelly Amott
Its: Chairperson

By: Jesse Bergstrom
Its: Clerk

STATE OF MINNESOTA)
) ss.:
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kelly Amott, Chairperson, and Jesse Bergstrom, Clerk, Independent School District No. 110, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Waconia
201 South Vine Street
Waconia, MN 55387
(952) 442-2184

EXHIBIT A

Legal Description of Owner's Parcel

A tract of land lying in the South Half of the North Half of the Northeast Quarter of Section 23, Township 116 North of Range 25 West, more particularly described as follows: Commencing at the Northeast corner of said Section; thence bearing due South and along the East line of said Section a distance of 746.0 feet to the actual point of beginning of the tract to be described; thence bearing due West a distance of 215.9 feet; thence bearing due South and parallel to the East line of said Section 23, a distance of 566.57 feet to the South line of the South half of the North Half of the Northeast Quarter of said Section 23, thence bearing South 89°18'50" East a distance of 215.92 feet to the East line of said Section 23; thence bearing North along said East line a distance of 569.20 feet to the actual point of beginning of the tract above described. The tract herein described contains approximately 2.83 acres, more or less. For the purpose of this description the East line of said Section 23 has been assumed to be due North and South.

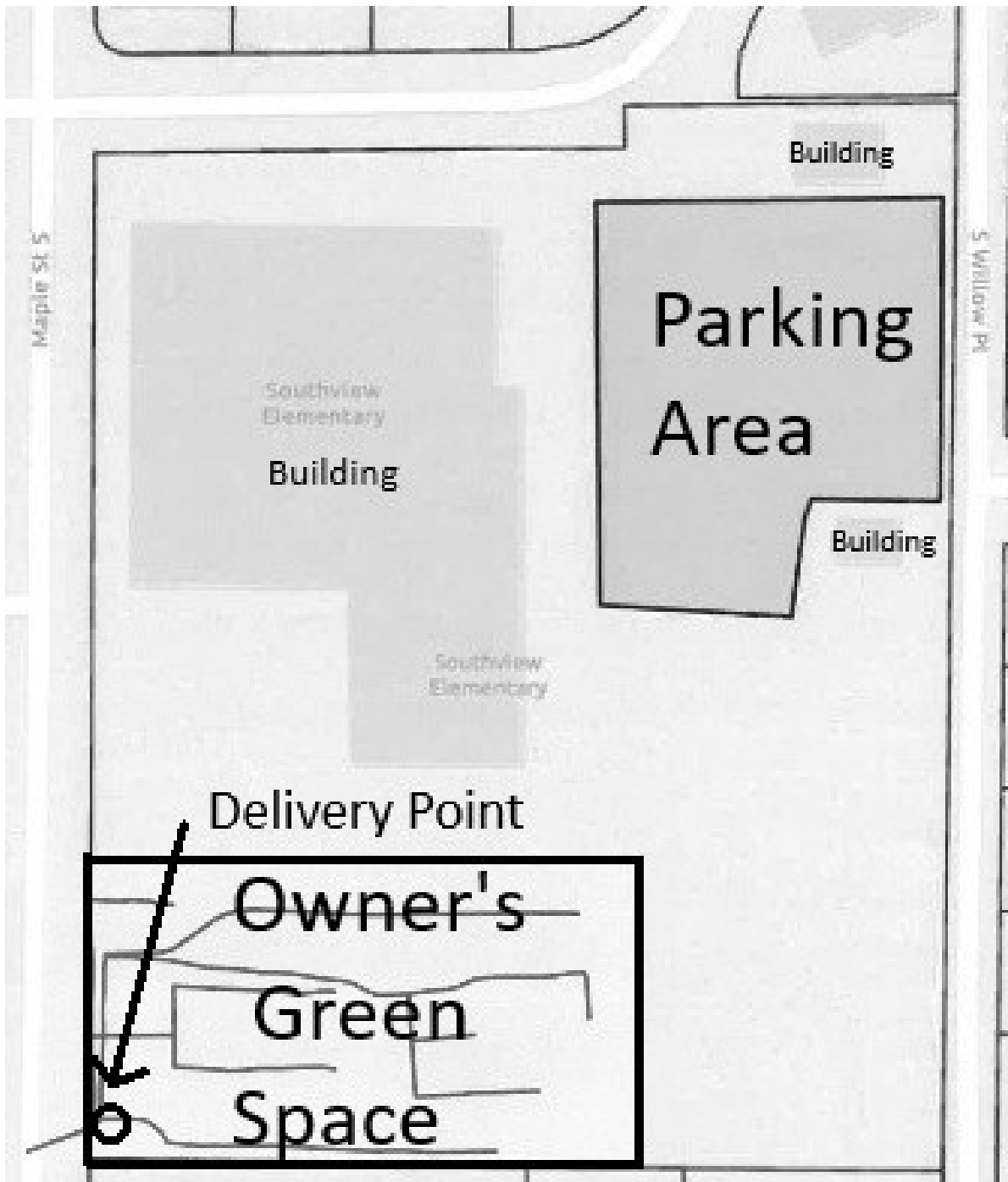
AND

That part of the South Half ($S \frac{1}{2}$) of the North Half ($N \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section Twenty-three (23), Township One Hundred Sixteen (116), Range Twenty-five (25), described as beginning at a point in the North line of said South Half ($S \frac{1}{2}$) of North Half ($N \frac{1}{2}$) of Northeast Quarter ($NE \frac{1}{4}$) distant 215.9 feet West of the Northeast corner thereof; thence West along said North line to its intersection with the Southerly extension of the center line of Maple Street, as now laid out in the City of Waconia, Minnesota; thence South along the Southerly extension of said center line to its intersection with the South line of said South Half ($S \frac{1}{2}$) of the North Half ($N \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$); thence East along said South line to its intersection with a line drawn Southerly from the point of beginning and parallel with the East line of said South Half ($S \frac{1}{2}$) of the North Half ($N \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$); thence North along said parallel line to the point of beginning, said tract containing 5.43 acres, more or less.

AND

Beginning at the northeast corner of Section 23, Township 116, Range 25 West of the 5th Principal Meridian; thence South a distance of 661 feet to the actual point of beginning of the land to be described; thence West a distance of 214.5 feet; thence South a distance of 85 feet; thence East a distance of 214.5 feet; thence North a distance of 85 feet to the actual point of beginning, Carver County, Minnesota.

EXHIBIT B
Diagram of Property



LENDER CONSENT

Security Bank & Trust Co., a Minnesota banking association ("**Lender**") is a ground lessee pursuant to a Ground Lease and Easement Agreement dated December 1, 2018, which was recorded January 23, 2019, as Document No. A672868 in the Office of the Carver County Recorder, Carver County, Minnesota (the "**Ground Lease**") and is lessor pursuant to a Lease Purchase Agreement dated December 1, 2018, which was recorded January 23, 2019, as Document No. A672869 in the Office of the Carver County Recorder, Carver County, Minnesota (the "Lease Purchase Agreement")

In consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender, for itself, its successors and assigns, hereby: i) waives any objection it may have to the execution and recording of the Storm Water Drainage and Reuse Agreement ("**Storm Water Agreement**") to which this instrument is attached; and ii) agrees the Ground Lease and the Lease Purchase Agreement shall be subject to the Storm Water Agreement with the same force and effect as though the Storm Water Agreement had been executed, delivered, and recorded prior to the Ground Lease and the Lease Purchase Agreement.

IN WITNESS WHEREOF, this Consent has been executed by the undersigned as of this ____ day of _____, 2025.

SECURITY BANK & TRUST CO.

Signature

Name (Printed)

Title

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2025, by _____, the Security Bank & Trust Co., on behalf of such banking association.

Notary Public

7.C. Second Read Board Policies

7.C.1. 516 Student Medication

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non-emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication and telehealth during the school day. The school district's licensed school nurse, trained health associate, principal, trained school staff, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures. All medications administered by school staff must be FDA approved and listed in the Physician's Desk Reference (PDR).

The school district will not administer medications, including herbal medicines that are not approved by the Food and Drug Administration (FDA). Prescription medications as used in this policy does not include any form of medical cannabis as defined in Minnesota Statute 152.22, subdivision 6.

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions included insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
 - d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

[NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

[Note: The provisions of III.A.3 are optional. The school board may

choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a.** purchased without a prescription;
- b.** used by a pupil who is 18 years old or older;
- c.** used in connection with services for which a minor may give effective consent;
- d.** used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e.** used off the school grounds;
- f.** used in connection with athletics or extracurricular activities;
- g.** used in connection with activities that occur before or after the regular school day;
- h.** provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i.** prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 1. the school district has received a written authorization each schoolyear from the pupil's parent permitting the student to self administer the medication;
 2. the inhaler is properly labeled for that student; and
 3. the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j.** epinephrine delivery systems auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 1. the pupil may possess the epinephrine or

2. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine delivery systems auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

[NOTE: The 2025 Minnesota legislature replaced "auto injectors" with "delivery systems" in Minnesota Statutes, sections 121A.22, 121A.2205, and 121A.2207.]

- k.** For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l.** Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
7. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must

include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled

substance when requested by the school.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. Possession and Use of Epinephrine Delivery Systems Auto-Injectors

1. Definitions

- a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.
- b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.
- c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a homeschool, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

2. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- ~~a.1.~~ possess epinephrine auto-injectors; or
- ~~b.2.~~ if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as a day when all students in a school and grade are required to attend and participate in school activities. The length of the day is the number of minutes that students are required to attend and participate in instructional activities.

[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine delivery systems auto-injectors when required, consistent with state law. This health plan may be

included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine ~~delivery systems auto-injectors~~ to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine ~~delivery system auto-injector~~. The administration of an epinephrine ~~delivery system auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

~~Effective July 1, 2024, r~~Registered nurses may administer epinephrine ~~delivery systems auto-injectors~~ in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine ~~delivery systems auto-injectors~~ in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine ~~delivery system auto-injector~~ is to be administered, when caring for a patient whose condition falls within the protocol.

~~[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]~~

A district or school may enter into arrangements with manufacturers of epinephrine ~~delivery systems auto-injectors~~ to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine ~~delivery systems auto-injectors~~.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 121A.2207 to include the changes above.]

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school

personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The

school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine [Delivery Systems auto-injectors](#); Model Policy) Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine [Delivery Systems auto-injectors](#))Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen) Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
Minn. Stat. § 144.3431 (Nonresidential Mental Health Services)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Policy Adopted: July 8, 2002, revised February 9, 2009, revised August 2021, revised May 2023,

revised December 2024, revised August 2025

Independent School District No.
110 Waconia, MN 55387

7.C.2. 524 Internet Acceptable Use

Presenter: Tim
Koschinska

524 INTERNET, ~~AND 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

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes 125B.15 as follows: "A school district receiving technology revenue under section 125B.26 must prohibit, including through use of available software filtering technology or other effective methods, adult access to material that under federal or state law is reasonably believed to be obscene or child pornography."]

- 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. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School

District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 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 / Feb. 2025

Reviewed: June 2022

Independent School District No. 110

Waconia, MN

7.C.3. 522 Title IX Sex Nondiscrimination
Policy, Grievance Procedure and Process

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

~~Dr. Enid Schonewise~~ **Jeni Super**, Director of Human Resources, (952) 442-0600, District Office 512 Industrial Blvd, Waconia, MN, jsuper@isd110.org
eschonewise@isd110.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or ~~restorative justice~~ another mutually agreed upon conflict resolution method.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
 5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution

processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, FERPA regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as

a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the

alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 - 6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

- A. Emergency Removal of a Student
 - 1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;

- b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
- c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district’s discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties’ agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties’ right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or
 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statutes section 122A.20, subdivision 2, to make a mandatory report to the Minnesota Professional Educator Licensing and Standards Board concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties

simultaneously.

- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints

of sexual harassment or sex discrimination.

- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 - 3. A statement that the requirement not to discriminate in the education program

or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
 1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status
Nondiscrimination)

Policy adopted:
April 2021
Revised: September 2023
Independent School District #110
Waconia, MN

7.C.4. 534 School Meals Policy

534 SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, to require that Minnesota school districts that participate in the national school lunch program adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program].

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte items or second meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

- A. Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$25.00 to this account. When an account reaches this limit, a student shall not be allowed to charge second meals or a la carte items until the negative account balance is paid. Families may add money to students' accounts by electronic payment, paypat at the school office, or pay cashier.

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

B. Free School Meals Program

1. The free school meals program is created within the Minnesota Department of Education

2. Each A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student

Percentage at or ~~above~~ below the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

3. Each school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

~~C.~~ 4. Each school that participates in the free school meals program must:

~~(1)~~a. participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

~~(2)~~b. provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

c. serve a reimbursable meal to any student eligible for free or reduced price meals even if that student has an outstanding debt.

[NOTE: While subparagraph 3. Above is inherent given subparagraph 2., MSBA recommends that school boards consider including subparagraph 3., which is stated in Minnesota Statutes, section 124D.111.]

~~DC.~~ The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal \$0.00 will be charged to the student's account or otherwise charged to the student.

D. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

E. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

[NOTE: New paragraphs D and E apply if a school district receives school breakfast aid under Minnesota Statutes, section 124D.111 or school lunch aid under Minnesota Statutes, section 124D.111 respectively.]

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches a set family preference. Families will be notified by calling, email, letters sent home.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

[NOTE: School districts that use a collection agency to collect unpaid school meals debt must address this in this policy. A new paragraph E can be added to address the use of a collection agency.]

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. all households at or before the start of each school year;
 - 2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A
Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

Policy Adopted: February 2020, revised December 2021, revised September 2023
Waconia Public Schools ISD 110
Waconia, MN

7.C.5. 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, 124DE.0849, 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, including credit for a course in government and citizenship in either grade 11 or 12 for students beginning 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. A minimum of eighteen elective credits.
7. 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.]
8. Three credits of physical education (2) to satisfy the state standards in physical education; and health (1).
9. One credit for speech.
10. One credit for completion of senior seminar

B. Credit **E**quivalencies

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, April 2025, August 2025

Independent School District No. 110

Waconia MN

7.C.6. 707 Transportation of Public School
Students

Presenter: Pam
Carman, Director of
Finance and
Operations

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for part or all of the day, if requested by the student’s parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless

student is a resident of the school district if enrolled in the school district.

- C. “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. “Nonpublic school” means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. “Nonresident student” is a student who attends school in the school district and resides in another district, defined as the “nonresident district.” In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student’s parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. “Pupil support services” are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. “School of origin,” for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. “Shared time basis” is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.
- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

[Note: In this section, school districts may wish to outline those discretionary areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in

the nonresident school district.

- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minnesota Statutes section 124D.03, subdivision 8).
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes section 123B.92, subdivision 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.

- B. Resident students with a disability ~~iesy whose disabling conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is~~ who are transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 123B.92 to remove the deleted language above.]

- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.

- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statute Chapter 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district.
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.
 - 4. A homeless nonresident student enrolled under Minnesota Statute 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code, section 1415 (Individuals with Disabilities Act), 29 United States Code, section 794 (the Rehabilitation Act), and 42 United States Code, section 12132, (Americans with Disabilities Act) are governed by these provisions.

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes, section 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.
- D. Where, in its discretion, the school district provides transportation to and from an

instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

- Legal References:**
- Minn. Stat. § 120A.22 (Compulsory Instruction)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
 - Minn. Stat. § 123B.36 (Authorized Fees)
 - Minn. Stat. § 123B.41 (Definitions)
 - Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 - Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 - Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 - Minn. Stat. § 124D.03 (Enrollment Options Program)
 - Minn. Stat. § 124D.04 (Option for Enrolling in Adjoining States)
 - Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
 - Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District; Exceptions)
 - Minn. Stat. Ch. 125A (Special Education and Special Programs)
 - Minn. Stat. § 125A.02 (Child~~ren~~ with a Disability, Defined)
 - Minn. Stat. § 125A.12 (Attendance in Another District)
 - Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
 - Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
 - Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
 - Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
 - Minn. Stat. § 126C.01 (Definitions)
 - Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
 - Minn. Stat. § 190.05 (Definitions)
 - Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 - Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
 - 20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
 - 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 - 42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
 - 42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
 - 42 U.S.C. § 12132 *et seq.* (Americans with Disabilities Act)
- Cross References:**
- MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
 - MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 - MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Policy Adopted: April 2004/ May 2013

Revised: April 2007, June 2011, August 2020, September 2023, October 2024

Independent School District #110 Waconia, MN

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

Presenter: Pam
Carman, Director of
Finance and
Operations

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.

I. 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.

J. Disposing of Surplus Books

Notwithstanding Minnesota Statutes, section 471.345, governing school district contracts made upon sealed bid or otherwise complying with the requirements for competitive bidding, other provisions of this section governing school district contracts, or other law to the contrary, the school district may dispose of school books, including library books, books from an individual classroom library, and textbooks including other materials accompanying a textbook. The school district may dispose of surplus books by donating them to a family of a student residing in the district or a charitable organization under section 501(c)(3) or the Internal Revenue Code.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 123B.52 to add paragraph J.]

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 / September 2023 / Feb 2025
Independent School District #110
Waconia, MN

7.C.8. 806 Crisis Management Policy

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district administration, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable staff to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator has tailored building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall maintain tailored building-specific crisis management plans. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Such crisis management plans shall be presented to the school board yearly. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures

The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place

to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

a. Lock-Down Procedures

Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

b. Evacuation Procedures

Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures

Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for the administrator's building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board “may adopt the model cardiac emergency response plan provided by” the Commissioner (as of Nov. 12, 2024, a response plan is not yet available.)]

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school

district office.

b. Leaders

The building administrator or designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When present, emergency response officials may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, teachers must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents

Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an

area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and

whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

Recovery Team

Recovery is an important part of a district emergency plan. Core team members are key administrators, and, depending on the incident, may include all or some of the following: superintendent; communications; human resources; business and finance; buildings and grounds; teaching and learning; student support services.

1. Physical/structural recovery

Ensuring the safety and usability of a building is the primary goal of physical and structural recovery. Physical damages must be assessed to determine the cost and feasibility of repairing or replacing structures or contents. Building and grounds personnel working with the district business/risk manager and insurance carrier will help to lead this function.

2. Fiscal recovery

Following a disaster, critical business functions of a school must be restored as soon as possible. Payroll systems, accounting and access to personnel and student data need to be available and operational. Fiscal/business recovery also involves planning for lines of succession for key administrators. Schools must have “continuity of operations plans” to ensure a smooth transition of authority and responsibility should top leadership be unable to function in their role due to a disaster or traumatic incident.

Fiscal and business recovery planning considerations:

- Assign responsibilities and determine who is in charge of fiscal services restoration
- Develop continuity of operations or succession plans
- Track expenditures and payments for the incident. Track overtime hours, rentals, supplies and equipment.
- Expedite contracting services needed immediately (clean up, debris removal, utility restoration)
- Apply for and administer recovery grant programs

- Back up electronic data files. Determine who is responsible, where the files will be stored and how the school's technological functions will be restored

3. Academic recovery

Restoring the structure and routine of learning is the goal of academic recovery. Returning to the normal school day enhances the healing process. While changes in routine may occur due to the disaster or emergency, staff, students, and families working through the event will create a "new normal."

4. Social/emotional recovery

Planning for social/emotional recovery is the responsibility of student support staff (nurses, school social workers, counselors, school psychologists) working with teachers, school administrators, and key community mental health agencies. This planning involves establishing partnerships and developing agreements between the school and community agencies, providing training for staff and recommending policies for school board consideration. Community-based resources need to be identified before an emergency or disaster so they are available for families needing assistance.

5. Recovery communications

There are many school stakeholders -- school board, staff, parents, students, and vendors -- that need information after an emergency response is over. Communication is key to getting timely, accurate information to a wide variety of audiences.

When the school is actively responding to an emergency, the district's public information officer (PIO) works closely with the community's PIO to coordinate statements and press releases with emergency responders.

During recovery, the district PIO works with school administrators and recovery team members to plan for the school's continuing communication with internal and external audiences. Timeliness and accuracy are critical in disseminating recovery messages and controlling rumors.

The district may also designate a phone number for all "recovery" calls and/or provide an email contact on the web site for recovery inquiries. Communications staff monitors trends coming from these inquiries to help identify rumors and possible misinformation so corrective messages can be sent out immediately.

Recovery communication considerations:

- Identify and prioritize stakeholders and their need for information from the district
- Consider internal and external audiences, the kind of information each will need and the form and method of delivery used.
- Coordinate news briefings and parent meetings when necessary
- Determine authorship of communications from school administrators or subject matter experts
- Send frequent updates to key audiences in a timely manner
- Provide resources
- Communications staff controls rumors to the best of their ability by tracking down rumors and misinformation and respond with corrections
- Convey messages of resilience and a return to normalcy
- Keep school board members informed throughout and post incident

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. “Active shooter drill” means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. “Active shooter simulation” means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. “Evidence-based” means a program or practice that demonstrates any of the following:
 - a. strong evidence from one or more well designed and well implemented quasi-experimental studies; or
 - i. strong evidence from one or more well designed and well implemented experimental studies;
 - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

- iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
 - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the efforts of the program or practice.
- 4. “Full-scale exercise” means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
- 5. “Functional exercises” means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

- 1. accessible;
- 2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
- 3. culturally aware;
- 4. trauma-informed; and
- 5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.
2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district conducting an active shooter drill must provide students in the middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
 - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

- b. the importance of taking threats seriously and seeking help; and
- c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity , including providing information about the Department of Public Safety’s statewide anonymous threat reporting system and any local threat reporting systems.

[NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

- 3. A school district must ensure that students have the opportunity to contribute to their school’s safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
 - a. student opportunities for leadership related to prevention and safety;
 - b. encouragement and support to students in establishing clubs and programs focused on safety; and
 - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board that will conduct an active shooter drill must consider the following both before and after the drill:

- 1. the effect of active shooter drills on the safety of students and staff; and
- 2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. **SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when articulating specific crisis management plans.

- A. Fire and hazardous materials, including biological and chemical threats
- B. Natural disasters, including severe weather, shelter in place procedures
- C. Bomb threats
- D. Utility emergencies

- E. Disturbances and medical emergencies
- F. Intruders and lock-down procedures

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign-in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure

to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams
to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings
and Sites)
[https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschool
safetyguide.pdf](https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf)
[Minnesota School Safety Center – Resources \(mn.gov\)](#)

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Independent School District #110
Waconia, MN

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

8.A.1. 414 Mandated Reporting Child Neglect or
Physical or Sexual Abuse

Presenter: Jeni
Super, Director of
Human Resources

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
 - 2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been

diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision 6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Statutes chapter 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or

threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, subdivision 1b(a) or (b) (Registration of Predatory Offenders).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act

or condition that constitutes egregious harm under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction; (2) been found to be palpably unfit under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction; (3) committed an act that resulted in an involuntary termination of parental rights under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made

to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School 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.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials 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 property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, ~~Minn. Stat. Ch.~~ Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials 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 the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of

the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
[Minn. Stat. § 260C.301 \(Termination of Parental Rights\)](#)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Policy Adopted: May 11, 1998

Revised: August 9, 1999, July 18, 2005, June 2011, August 2014, May 2016, April 2017, Oct. 2017, December 2019, April 2021, June 2022, April 2023

Reviewed: May 2018

Independent School District No. 110

Waconia, MN

8.A.2. 501 School Weapons Policy

501 SCHOOL WEAPONS POLICY

[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.
- B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.
- C. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of

entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

D. “Weapon”

1. A “weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

[NOTE: In June 2025 MSBA organized these definitions in alphabetical order.]

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or discovers to accidentally have a weapon in the student’s possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if **the student** ~~he or she~~ immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 1. active licensed peace officers;
 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;

3. persons authorized to carry a pistol under Minnesota Statutes, section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes sections 97B.045;

- a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 7. a gun or knife show held on school property;
 8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
 9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes sections 609.66, Subdivision 1d.]

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of

weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes sections 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:
1. immediate out-of-school suspension;
 2. confiscation of the weapon;
 3. immediate notification of police;
 4. parent or guardian notification; and
 5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The appropriate school official shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND SCHOOL SHOOTER INCIDENTS IN SCHOOL ZONES

- A. The school-district superintendent or designee must electronically report to the Commissioner of the Minnesota Department of Education (“Commissioner”) incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.
- B. The superintendent or designee must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.
 - 1. “Active shooter incident” means an event involving and armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.
 - 2. “Active shooter threat” means a real or perceived threat that an active shooter incident will occur.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

Policy adopted: November 2005, reviewed February 2009, revised May 2016,
reviewed February 2020 / revised January 2022 / revised August 2025

Independent School District 110
Waconia, Minnesota

8.A.3. 417 Chemical Use and Abuse

417 CHEMICAL USE AND ABUSE

[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.
- C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The school district shall establish a drug-free awareness program for its employees.

[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law.]

III. DEFINITIONS

- A. "Chemical abuse," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.
- B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and "marijuana" as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

- 1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.
- 2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

- 1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

[Note: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]

- 2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, ~~and proposed for expulsion.~~

3. Searches by school district officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.
4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.

2. Destruction of Records

- a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
- b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
- c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

[Note: State law permits schools to provide these services to minor students without the

consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]

V. EMPLOYEES

- A. The school district shall establish a drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace.
 2. The school district's policy of maintaining a drug-free workplace.
 3. Available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The school district shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References:

- Minn. Stat. § 13.32 (Educational Data)
- Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
- Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
- Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
- Minn. Stat. § 126C.44 (Safe Schools Levy)
- Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
- Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
- Minn. Stat. § 152.01 (Definitions)
- Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
- Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
- Minn. Stat. § 152.23 (Limitations; Medical Cannabis)Minn. Stat. § 299A.33 (DARE Program)
- Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
- Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
- 20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)
- 20 U.S.C. § 5812 (National Education Goals)
- 20 U.S.C. § 7175 (Local Activities)
- 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
- 34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:

- MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
- MSBA/MASA Model Policy 416 (Drug, and Alcohol, and Cannabis Testing)
- MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
- 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 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols,
Inspections, and Searches)

Policy Adopted: April 14, 1980 / Amended November 14, 1988 / Amended: December 9, 1996 / June
8, 1998 / February 11, 2002 / May 12, 2008 / Oct. 2016 / Reviewed: December 9, 2019 / Amended:
April 2023 / June 2023

Independent School District No. 110
Waconia, MN

8.A.4. 507.5 School Resource Officer

507.5 SCHOOL RESOURCE OFFICERS

[Note: The provisions of this policy substantially reflect statutory requirements. School districts utilizing school resource officers may choose to adopt this policy.]

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in ~~p~~Paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

- D. Nothing in this Article limits any other duty or responsibility imposed on peaceofficers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in ~~p~~Paragraph s V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under ~~p~~Paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than ~~sixty~~ (60) student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

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

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Resources: [MN House of Representatives: School Resource Officers \(accessed 10/02/25\)](#)
[MN Department of Public Safety; School Resource Officer Training \(accessed 10/02/25\)](#)
[MN Department of Public Safety: FAQs for Mandated School Resource Officer \(SRO\) Requirements \(accessed 10/02/25\)](#)
[U.S. Department of Education: FAQs on Photos and Videos under FERPA \(accessed 10/02/25\)](#)
[U.S. Department of Education: School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act \(FERPA\) \(accessed 10/02/25\)](#)
[U.S. Department of Education: Does FERPA distinguish between School Resource Officers \(SROs\) and other local police officers who work in a school? \(accessed 10/02/25\)](#)

Policy Adopted: July 2024

ISD 110
Waconia, MN

8.A.5. 513 Student Promotion, Retention, and
Program Design

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling, and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

B. Retention

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered, as well as scholastic achievement. The superintendent's decision shall be final.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating comprehensive achievement and civic readiness.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services

consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:

- a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.
4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
- a. assess a student's readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

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.15 (Gifted and Talented Students Program)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)
[Minn. Stat. § 124D.02 \(School Board Powers; Enrollment\)](#)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
~~MSBA/MASA Model Policy 617 (School District Assurance of Preparatory and High School Standards)~~
MSBA/MASA Model Policy 618 (Assessment of Student Achievement) MSBA/MASA Model Policy 620 (Credit for Learning)

Policy Adopted: June 11, 2002
Reviewed Dec. 19, 2005, revised January 14, 2010, reviewed June 2018, revised February 2020, reviewed July 2023, revised October 2023, revised December 2024

Independent School District 110
Waconia, MN

8.A.6. 515 Protection and Privacy of Pupil
Records

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

[Note: Minnesota State law and Federal law definitions of "directory information" are different. ISD 110 will comply with the most restrictive definition.]

1. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information." Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and

should not include student contact information in their definition of "directory information."

2. Under federal law, "Directory information," means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes: the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e. full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:
 - a. a student's social security number;
 - b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
 - c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
 - d. personally, identifiable data which references religion, race, color, social position, or nationality; or
 - e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term "education records" does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to

the unit, and the law enforcement records are:

- (1) maintained separately from education records;
- (2) maintained solely for law enforcement purposes; and
- (3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

- (1) are made and maintained in the normal course of business;
- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

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

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data

on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

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

N. Student

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

O. School Official

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

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the

student's privacy or other rights;

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

B. Eligible Students

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

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
 - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.
6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

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

agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance

with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by

law without the written consent of the parent of the student:

- a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
- b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

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

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, [and in accordance with requirements for parental consent in 24 Code of Federal Regulations, section 300.622\(b\)\(2\), and part 99](#), educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota

Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

~~[NOTE: The 2024 Minnesota legislature enacted this provision.]~~

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 13.32, subdivision 5, to include this update.]

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under ~~this section~~ Minnesota Statutes, section 13.32.
- ~~3.~~ A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision
- ~~43.~~ When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

~~**[Note: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact**~~

~~information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].~~

B. Former Students

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

C. Present Students and Parents

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

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that a parent or eligible student does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.31.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the

information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement they have provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

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

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

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

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

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

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [building principal] in writing by August 31st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;
3. Student's grade level;
4. School presently attended by student;
5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

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

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

of this law.]

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

If a student's education records are maintained in more than one location, the

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

B. Right to a Hearing

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

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

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means Director of Human Resources, ~~Jeni Super Dr. Enid Schonewise~~.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education

records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)

Minn. Stat. Ch. 256L (MinnesotaCare)
 Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer
 Records of Children)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 Minn. Stat. § 363A.42 (Public Records; Accessibility)
 Minn. Stat. § 480.40 (Personal Information, Dissemination)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of
 Directory Information)
 18 U.S.C. § 2331 (Definitions)
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical
 or Sexual Abuse)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
 MSBA/MASA Model Policy 520 (Student Surveys)
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)
 MSBA/MASA Model Policy 722 (Public Data Requests)
 MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
 MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Policy Adopted: December 19, 2005
 Revised: May 2010 / Nov 2013 / Nov 2020 / June 2023 / September 2023 / November 2024
 Independent School District No. 110
 Waconia, MN

8.A.7. 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 or at any facility or other place where the alleged victim or other children might be found or the child may be transported to, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency. 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.

[NOTE: This change is found in Minnesota Statutes, section 260E.22, subdivision 2.]

- 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~~ before 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 For~~ an the ~~interviews are~~ conducted by the local welfare agency, the notification ~~must~~ shall 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 twenty-four (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 / February 2025

Independent School District #110
Waconia, MN

8.A.8. 601 School District Curriculum and
Instructional Goals

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minn. Stat. § 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with comprehensive achievement and civic readiness.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- B. “Antiracist” means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. “Comprehensive Achievement and Civic Readiness” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. “Culturally sustaining” means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- F. “Curriculum” means district or school adopted programs and written plans for

providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.

- G. “Ethnic studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- H. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.
- J. “Performance measures” are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:
 - 1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under Minnesota Statutes, section 120B.30, subdivision 1.

[Note: Definitions B, E, G, and I are added to Minnesota Statutes, section 120B.11—the Comprehensive Achievement and Civic Readiness law—effective August 1, 2023. The definitions apply to revisions to the Comprehensive Achievement and Civic Readiness law regarding strategic plans; these revisions are effective “for all strategic plans reviewed and updated after June 30, 2024.”]

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with

striving for comprehensive achievement and civic readiness and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.345, subdivision 3, paragraph (b)(2).

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to comprehensive achievement and civic readiness the world's best workforce;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes 123B.147, subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision 8, or 122A.41, subdivision 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
6. education effectiveness practices that

- a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
- 7. an annual budget for continuing to implement the school district plan; and
 - 8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
 - C. The school district has goals that every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Reading and the Read Act)

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required)
20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)
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 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Policy Adopted:

Revised: May 2012, Jan. 2016, July 2021, October 2023, October 2024

Independent School District No. 110

Waconia MN

8.A.9. 612.1 Development of Parental Involvement
Policies for Title I Programs

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

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

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

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may

include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;

- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level parent and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their

right to be involved;

2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and
 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact that outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting their his or her child's learning by volunteering in their his or her child's classroom and participating, as appropriate, in decisions relating to their his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:

- a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
- 1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 - 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 - 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 - 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
 - 5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 - 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:

1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

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

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

Cross References: None.

Resources: [U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance \(January 2025\)](#)

Policy Adopted: March 2004

Revised: Nov 2020, reviewed September 2023

Independent School District No. 110

Waconia, MN

8.A.10. 616 School District System Accountability

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[Note Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. Model Policies 601, 603, and 616 address these statutory requirements. In addition, Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic course or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

[NOTE: The 2024 Minnesota legislature revised Minnesota Statutes, section 120B.11, including replacement of the term "world's best workforce" with "comprehensive achievement and civic readiness."]

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals
 - 1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
 - 2. The school board shall approve the guidelines for member representation of the District Advisory Committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
 - 3. The school district-wide improvement goals should address recommendations

identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

1. 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.

C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations ~~and the site has not made adequate yearly progress for two consecutive school years~~, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement ~~growth~~ that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By December 1st of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The District Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:

- a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
- a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. Translation services should be provided to the extent appropriate and practicable.
5. The District Advisory Committee shall meet at least 4 times per year and cover the following items:
- a. Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
 - b. Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.
 - c. Review evaluation results and prepare recommendations.
 - d. Present recommendations to the school board for its input and approval.
- E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

[NOTE: The school board may choose to delete this paragraph regarding an Evaluation of Student Progress Committee upon consultation with school administration.]

E. Reporting

1. Consistent with Minnesota Statutes section 120B.36, subdivision 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.
3. The school district must annually report the district's class size ratios by each grade to the Commissioner of education in the form and manner specified by the Commissioner.
4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process, for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.35 (Student Academic Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreements; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.0660 (Academic Standards for 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)
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)
District 110 Policy 603 (Curriculum Development)
District 110 Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

Policy Adopted: March 2004

Reviewed: June 2015, May 2016, April 2021

Revised: June 2022, April 2023, September 2023, October 2024

Independent School District No. 110

Waconia, MN

8.A.11. 621 Literacy and the Read Act

621 LITERACY AND THE READ ACT

[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.118 to 120B.124.]

[NOTE: The 2024 Minnesota legislature renumbered the Read Act statutes to 120B.118 and 120B.119.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult

learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multi-tiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called " expressive language" or "receptive language,"_includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method

that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the MDE.
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language,

and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.

- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under [Minnesota Statutes, section 120B.12, subdivision 2](#), paragraph (a), the report must include:
 - 1. a summary of the school district's efforts to screen for dyslexia;
 - 2. the number of students universally screened for that reporting year;
 - 3. the number of students demonstrating characteristics of dyslexia for that year; and
 - 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. ~~Starting July 1, 2023, if~~ the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted an MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:
1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and
 6. employees who select literacy instructional materials for a district.

- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with [Minnesota Statutes, section 120B.12, subdivision 1, paragraphs \(b\) and \(c\)](#). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 - 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 - 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 - 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 - 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and
 - 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.119;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

Policy Adopted: October 2023/ revised June 2025/ revised October 2025
Independent School District 110
Waconia, MN

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. **ENTER CLOSED MEETING RE: Superintendent's
Evaluation**

11. **ADJOURNMENT**