ISD 110 School Board Regular Meeting and Truth in Taxation Presentation

Monday, November 30, 2026 7:00 PM
Waconia City Hall, 201 S Vine Street, Waconia, MN 55387

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE**	**Presenter:** Chair Amott
2. **Truth in Taxation**	**Presenter:** Pam Carman, Director of Finance & Operations

Waconia Public Schools, ISD 110

Public Hearing for Taxes Payable in 2027

November 30, 2026

Presented by:

Pam Carman
Director of Finance & Operations

Agenda

- Meeting Requirements & General Overview
- Presentation of the Current (2026-27) School Year Budget
- Tax Levy Overview
- Presentation of Proposed Tax Levy
- Estimated Taxpayer Impact
- Public Comment

Meeting Requirements & General Overview

Minnesota State Law Requirements

A Public Meeting...

- Between November 24 and December 28
- At 6:00 PM or later
- May be part of regularly scheduled meeting
- Must allow for public comments
- May adopt final levy at same meeting

...and Presentation of:

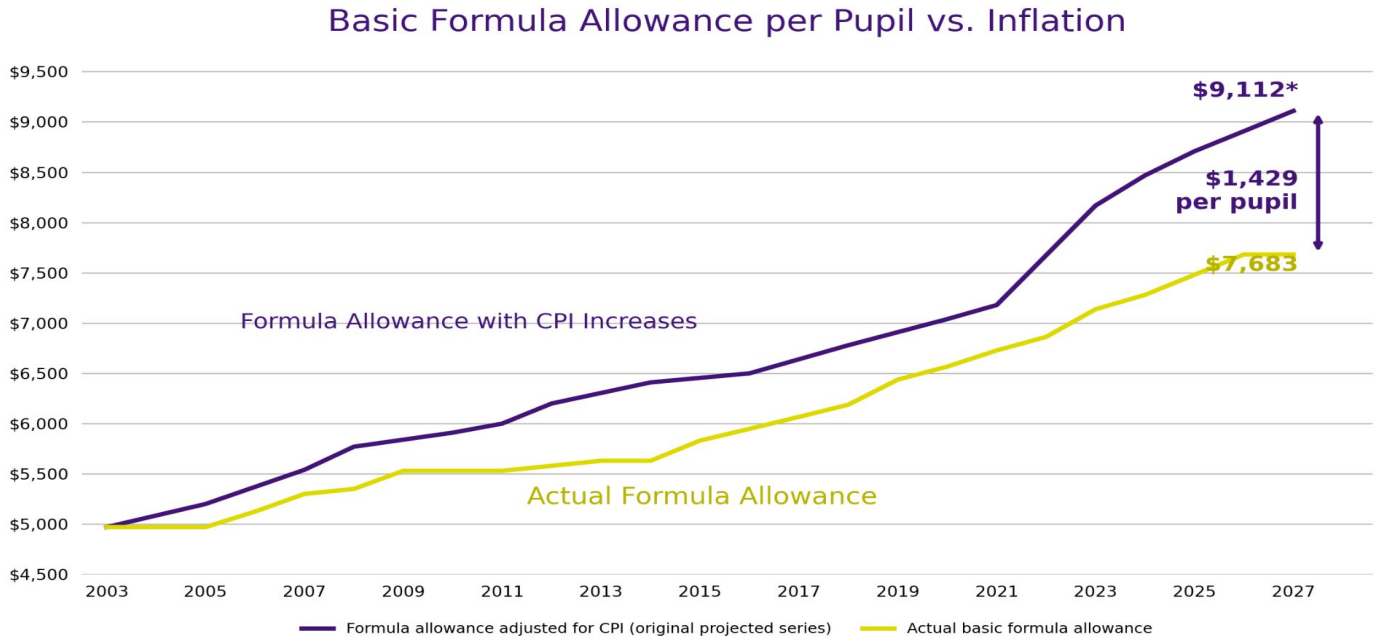
- Fiscal Year 2027 budget
- Pay 2027 Proposed Tax Levy

Minnesota School Funding



Public schools districts are funded by the federal government, state government, local fees and local taxpayers through property taxes with the ***State of Minnesota being the largest source of funding.***

Basic General Education Formula Lags Inflation



* CPI-adjusted series retained from original slide (forecast-based); not independently updated with final CPI. Gap is illustrative.

Change in Tax Levy does not Determine Change in Budget

1

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

2

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

3

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

4

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

School District Levy Cycle Differs from City/County Levy Cycle

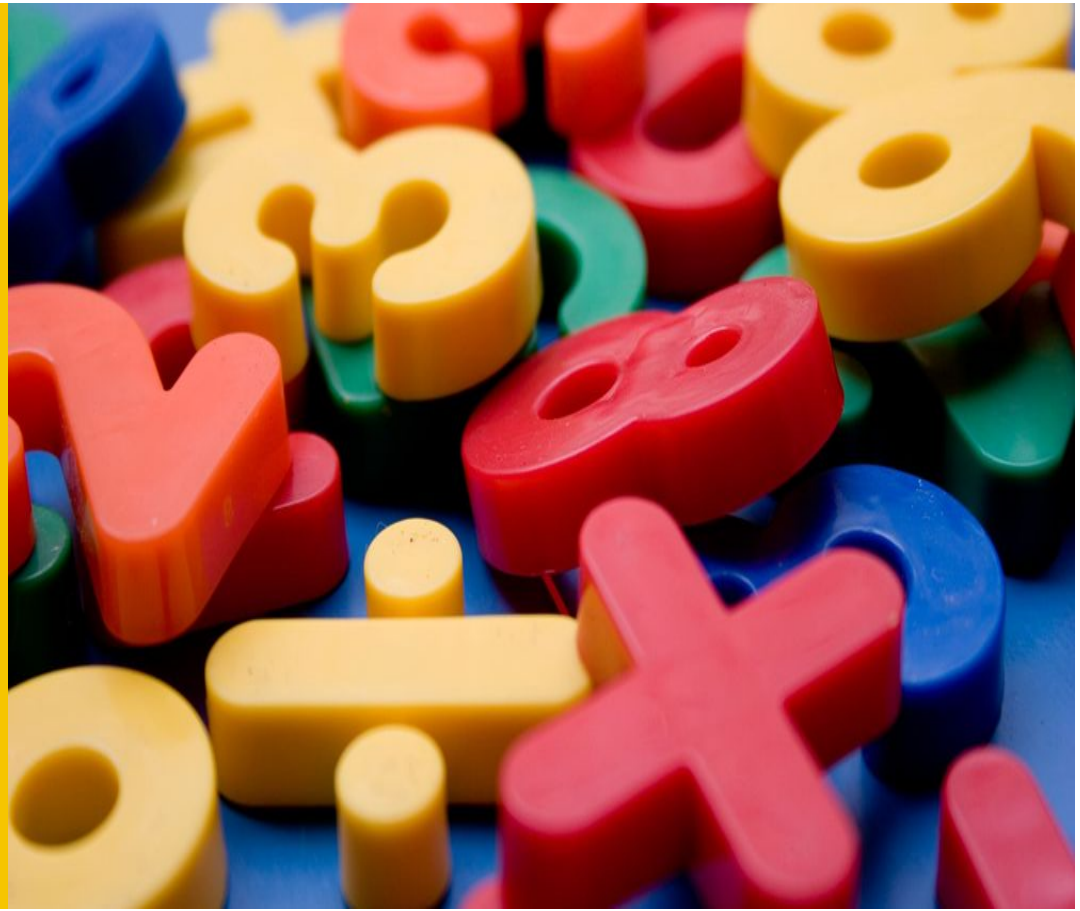
City/County

- Budget year same as calendar year
- 2026 taxes provide revenue for 2026 calendar year
- 2027 taxes provide revenue for 2027 calendar year budget

School Districts

- Budget year begins July 1st and coincides with the school year
- 2026 taxes provide revenue for the 2026-27 school year
- 2027 taxes provide revenue for the 2027-28 school year
- 2027-28 Budget will be adopted in June 2027

Fiscal Year 2026-27 Budget



Budget Information

Because approval of school district budget lags certification of tax levy by six months, the state requires ***only current year budget information be presented at this hearing***

Fiscal year 2027-28 budget will be adopted by the School Board in June 2027

Our school district is required to use a "Fund Accounting" system, thus we account for our revenues and expenditures using six separate funds:

- General Fund*
- Food Service Fund
- Community Service Fund*
- Building Construction Fund
- Debt Service Fund*
- Internal Service
- Other Post-Employment Benefits (OPEB)

*Funds have a tax levy component

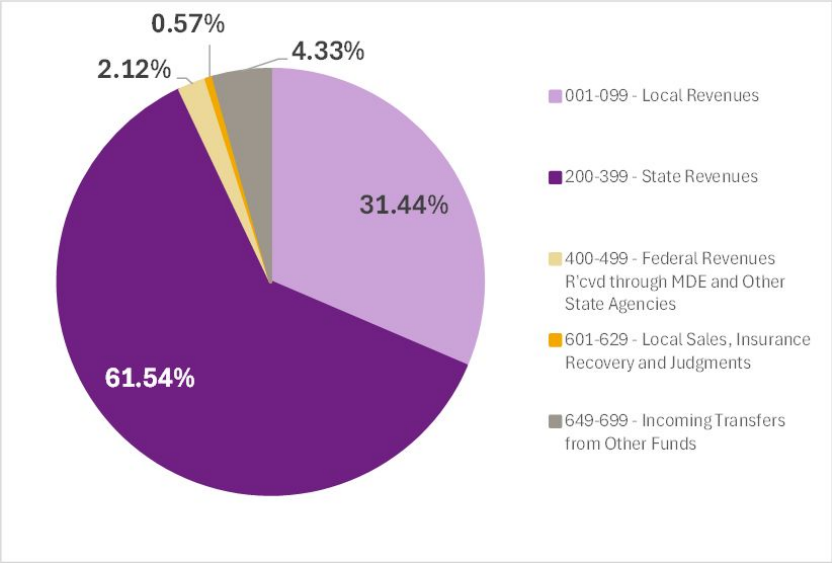
FY 2026-27 Budget Summary

Operating and Non-Operating Funds Budget Fiscal Year 2027		2026-27 Original Adopted Budget
Revenues:		
General Fund - Fund 01	$	60,205,991
Food Service - Fund 02	$	3,068,976
Community Service - Fund 04	$	4,472,973
Debt Service - Fund 07	$	9,938,723
Total Revenue Excluding Construction	**$**	**77,686,663**
Building Construction - Fund 06	$	55,000
Total Revenues - Operating and Non-Operating Funds	**$**	**77,741,663**
Expenditures:		
General Fund - Fund 01	$	59,269,889
Food Service - Fund 02	$	3,564,549
Community Service - Fund 04	$	4,382,625
Debt Service - Fund 07	$	9,938,723
Total Expenditures Excluding Construction	**$**	**77,155,786**
Building Construction - Fund 06	$	-
Total Expenditures - Operating and Non-Operating Funds	**$**	**77,155,786**

Proprietary & Fiduciary Funds Budget Fiscal Year 2027		2026-27 Original Adopted Budget
Revenues:		
Trust/Scholarship Fund - Fund 08	$	-
Proprietary Fund - Internal Service Fund - Fund 20	$	485,000
Fiduciary Fund - Other Post-Employment Benefits (OPEB) - Fund 45	$	147,000
Total Revenues - Proprietary and Fiduciary Funds	**$**	**632,000**
Expenditures:		
Trust/Scholarship Fund - Fund 08	$	-
Proprietary Fund - Internal Service Fund - Fund 20	$	485,000
Fiduciary Fund - Other Post-Employment Benefits (OPEB) - Fund 45	$	147,000
Total Expenditures - Proprietary and Fiduciary Funds	**$**	**632,000**
ALL FUNDS - Operating, Non-Operating, Proprietary, and Fiduciary Funds		
Total Revenue - Operating and Non-Operating Funds	$	77,741,663
Total Revenue - Proprietary and Fiduciary Funds	$	632,000
Total Revenues - ALL FUNDS	**$**	**78,373,663**
Total Expenditures - Operating and Non-Operating Funds	$	77,155,786
Total Expenduitures - Proprietary and Fiduciary Funds	$	632,000
Total Expenditures - ALL FUNDS	**$**	**77,787,786**

2026-27 Revenue Budget

Operating and Non-Operating Funds - By Source

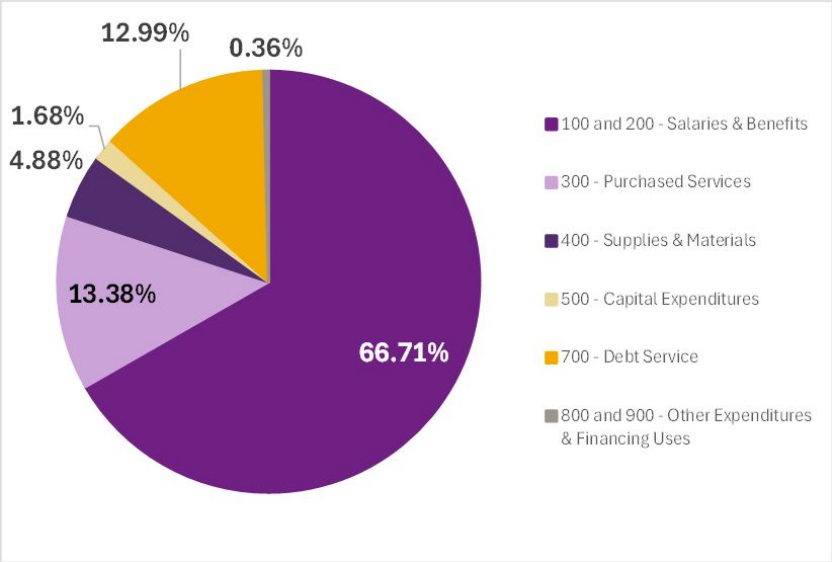


Revenue Source Category	Amount
001-099 - Local Revenues	$ 24,442,116
200-399 - State Revenues	$ 47,838,493
400-499 - Federal Revenues R'cvd through MDE and Other State Agencies	$ 1,651,077
500-599 - Federal Revenues R'cvd Directly from Federal Sources	$ -
601-629 - Local Sales, Insurance Recovery and Judgments	$ 443,700
631-640 - Sale of Bonds and Loans	$ -
649-699 - Incoming Transfers from Other Funds	$ 3,366,277
Total Revenue - Operating and Non-Operating Funds	**$ 77,741,663**

**Excludes Proprietary & Fiduciary Funds*

2026-27 Expenditure Budget

Operating and Non-Operating Funds - By Object

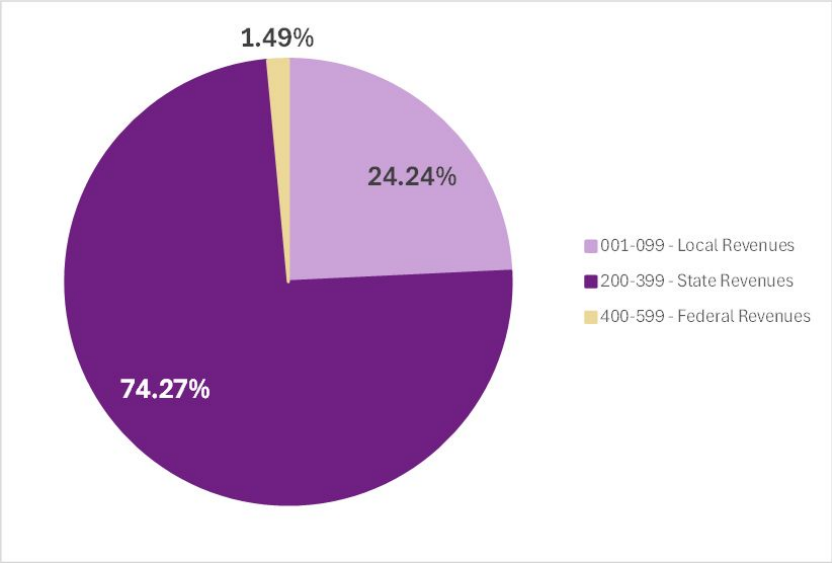


Expenditure Object Category	Amount
100 and 200 - Salaries & Benefits	$ 51,470,653
300 - Purchased Services	$ 10,323,607
400 - Supplies & Materials	$ 3,767,944
500 - Capital Expenditures	$ 1,296,163
700 - Debt Service	$ 10,020,010
800 and 900 - Other Expenditures & Financing Uses	$ 277,409
Total Expenditures - Operating and Non-Operating Funds	**$ 77,155,786**

**Excludes Proprietary & Fiduciary Funds*

2026-27 General Fund Revenue

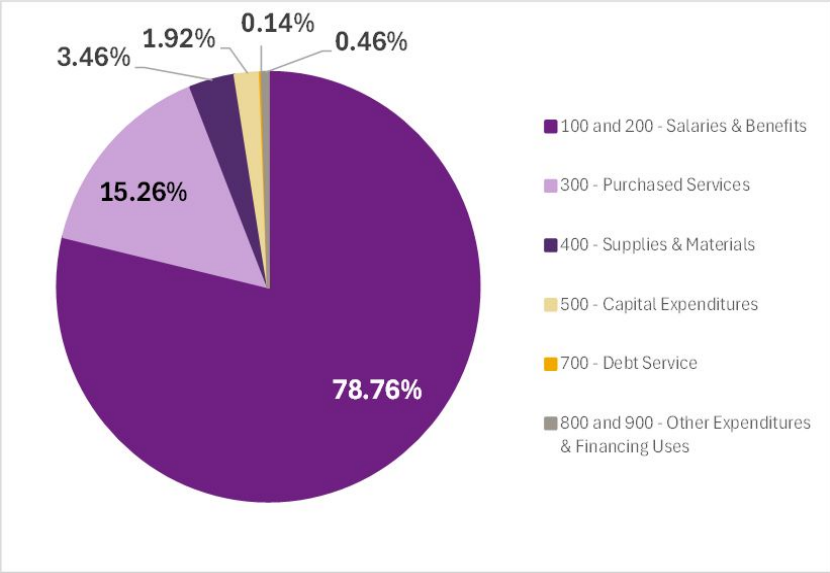
Budgeted Revenue - By Source



Revenue Source Category	Amount
001-099 - Local Revenues	$ 14,595,707
200-399 - State Revenues	$ 44,715,244
400-599 - Federal Revenues	$ 895,040
Total Revenue - Operating and Non-Operating Funds	$ 60,205,991

2026-27 General Fund Expenditures

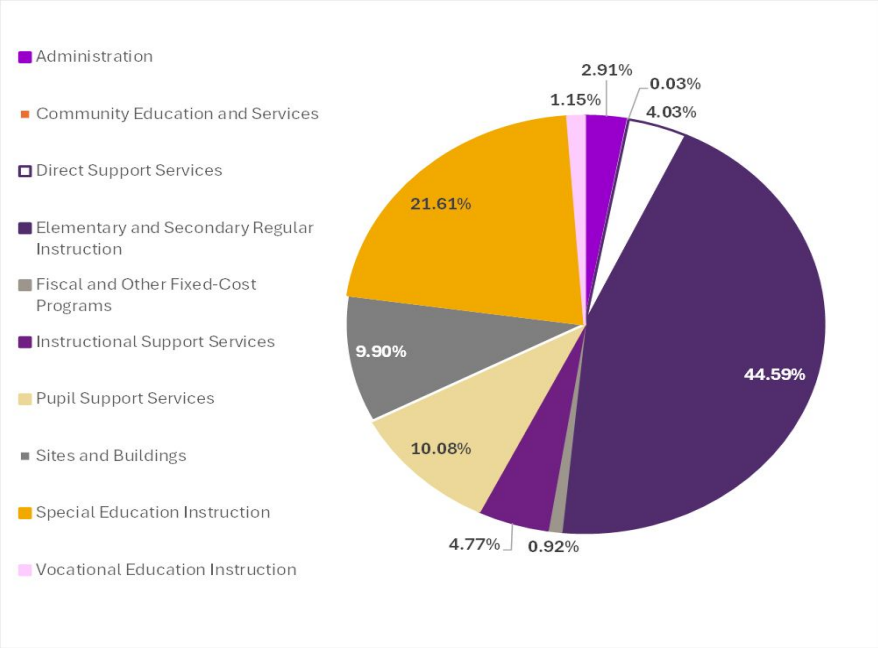
Budgeted Expenditures - By Object



Expenditure Object Category	Amount
100 and 200 - Salaries & Benefits	$ 46,683,038
300 - Purchased Services	$ 9,042,125
400 - Supplies & Materials	$ 2,052,017
500 - Capital Expenditures	$ 1,139,963
700 - Debt Service	$ 81,287
800 and 900 - Other Expenditures & Financing Uses	$ 271,459
Total Expenditures - Operating and Non-Operating Funds	$ 59,269,889

2026-27 General Fund Expenditures

Budgeted Expenditures - By Program



Expenditure Program Category	Amount	%
Administration	$ 1,724,848	2.91%
Community Education and Services	$ 17,617	0.03%
Direct Support Services	$ 2,389,947	4.03%
Elementary and Secondary Regular Instruction	$ 26,430,539	44.59%
Fiscal and Other Fixed-Cost Programs	$ 544,902	0.92%
Instructional Support Services	$ 2,829,881	4.77%
Pupil Support Services	$ 5,974,785	10.08%
Sites and Buildings	$ 5,867,358	9.90%
Special Education Instruction	$ 12,807,646	21.61%
Vocational Education Instruction	$ 682,366	1.15%
Total Expenditures - General Fund	**$ 59,269,889**	**100.00%**

Tax Levy Overview



Tax Levy Fundamentals related to School Districts

- **What is a Tax Levy?**
  - A tax levy is the amount of money a school district requests from local property owners to help fund education
  - Local property taxes fund school operations, debt repayment, and community services

- **Components of the Tax Levy:**
  - General Fund: Supports daily operations, staffing, and instructional costs
  - Debt Service: Pays off bonds for school buildings and infrastructure
  - Community Service: Funds early childhood programs and community education programs

Property Tax Background

- Every owner of taxable property pays property taxes to various “taxing jurisdictions” (county, city/township, school district, special districts) in which property is located

- Each taxing jurisdiction sets own tax levy, often based on limits in state law

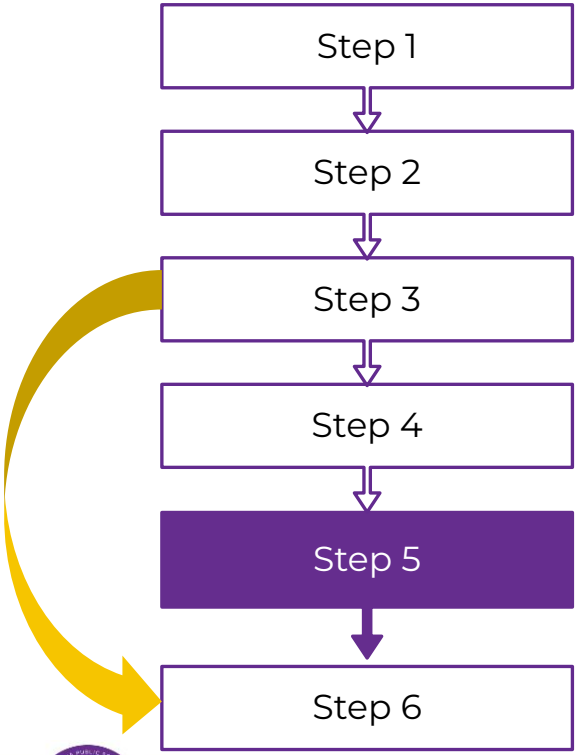
- County sends bills, collect taxes from property owners & distributes funds back to taxing jurisdictions

School District Property Taxes

- Each school district may levy taxes in over 40 different categories

- Maximum levy amounts, calculated by the Minnesota Department of Education (MDE) for each category are set by:
  - State law
  - Voter approval

School District Property Tax Process



City or County Assessor determines estimated market value for each parcel of property.

Legislature sets formulas for tax capacity and school district levy limits.

County Auditor calculates tax capacity for each parcel of property, as well as total tax capacity for each school district.

Minnesota Department of Education calculates detailed levy limits for each school district, based on formulas approved by Legislature.

School Board adopts a proposed levy in September. After a public hearing, board adopts a final levy in December. Final levy cannot be more than proposed levy, except for amounts approved by voters.

County Auditor divides final levy by district's total tax capacity to determine tax rate needed to raise levy amount.

Approval of District's Tax Levy 2026 Payable 2027 for FY2028

September 8: MDE prepared & distributed first draft of levy limit report setting maximum authorized levy

September 22: School Board approved proposed levy amounts

Mid-November County mailed "Proposed Property Tax Statements" to all property owners

December 8: Public hearing on proposed levy at regular meeting

Following hearing, on Dec. 15, School Board will certify final levy amounts

2026 Payable 2027 for FY28 Proposed Tax Levy



Preliminary Levy Comparison - Presented 9-28-26

Proposed Preliminary Levy 2026 Payable 2027 for FY 28

Comparison of Actual Tax Levy Payable in 2026 to Proposed Levy Payable in 2027 for FY28

Fund Levy Category	Actual Levy Payable in 2026	Proposed Levy Payable in 2027	$ Change	% Change
	FY27	FY28	FY27 to Proposed FY28	FY27 to Proposed FY28
Adjusted Pupil Unit Original Assumption	4,107			
Adjusted Pupil Unit (EST) - Updated Estimate	4,126	4,030		
Adjusted Pupil Unit (PRE) - Preliminary Actual (2025-26)				
Adjusted Pupil Unit (ACT) - Final Actual (2024-25)				
Community Service (Fund 04)				
Basic Community Education	$ 159,401	$ 170,934	$ 11,533	7.2%
Early Childhood Education	$ 90,248	$ 98,010	$ 7,762	8.6%
Home Visting	$ 4,434	$ 4,610	$ 176	4.0%
Adults with Disabilities	$ 2,548	$ 2,732	$ 184	7.2%
School-age Care	$ 60,000	$ 60,000	$ -	0.0%
Adjustments and Abatements	$ 22,511	$ (3,029)	$ (25,540)	-113.5%
Community Service Fund Total Levy	**$ 339,142**	**$ 333,258**	**$ (5,884)**	**-1.7%**
Debt Service Fund (Fund 07)				
Voter-Approved Debt Service	$ 7,416,577	$ 7,412,325	$ (4,252)	-0.1%
Non-Voter Approved Debt Service	$ 1,921,479	$ 1,925,322	$ 3,843	0.2%
Adjustments and Abatements	$ (464,748)	$ (681,133)	$ (216,385)	46.6%
Debt Service Fund Total Levy	**$ 8,873,308**	**$ 8,656,515**	**$ (216,793)**	**-2.4%**
Total Property Tax Levy All Funds	**$ 21,812,818**	**$ 22,069,666**	**$ 256,849**	**1.2%**

Proposed Levy Comparison for Final Certification - General Fund

Proposed Preliminary Levy 2026 Payable 2027 for FY 28

Comparison of Actual Tax Levy Payable in 2026 to Proposed Levy Payable in 2027 for FY28

Fund Levy Category	Actual Levy Payable in 2026	Proposed Levy Payable in 2027	$ Change	% Change
	FY27	FY28	FY27 to Proposed FY28	FY27 to Proposed FY28
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Adjusted Pupil Unit (PRE) - Preliminary Actual (2025-26)				
Adjusted Pupil Unit (ACT) - Final Actual (2024-25)				
General Fund (Fund 01)				
Operating Referendum	$ 7,756,577	$ 7,820,067	$ 63,490	0.8%
Local Optional	$ 2,973,583	$ 2,900,679	$ (72,904)	-2.5%
Equity	$ 361,687	$ 317,340	$ (44,347)	-12.3%
Operating Capital	$ 480,270	$ 516,747	$ 36,477	7.6%
Reemployment Insurance	$ 20,000	$ 33,000	$ 13,000	65.0%
Safe Schools	$ 147,848	$ 145,093	$ (2,755)	-1.9%
Safe Schools Intermediary	$ 12,896	$ 12,655	$ (241)	-1.9%
Career and Technical	$ 162,309	$ 170,924	$ 8,614	5.3%
Annual Other Post-Employment Benefits (OPEB)	$ 20,253	$ 20,000	$ (253)	-1.2%
Long-Term Facilities Maintenance (LTFM)	$ 675,820	$ 709,989	$ 34,169	5.1%
Intermediate Lease Limit	$ -	$ 31,585	$ 31,585	
Building/Land Lease	$ 644,363	$ 514,546	$ (129,817)	-20.1%
Adjustments and Abatements	$ (655,249)	$ (106,980)	$ 548,268	-83.7%
General Fund Total Levy	**$ 12,600,368**	**$ 13,085,646**	**$ 485,279**	**3.9%**

Proposed Levy Comparison for Final Certification - Community Service & Debt Service

Proposed Preliminary Levy 2026 Payable 2027 for FY 28

Comparison of Actual Tax Levy Payable in 2026 to Proposed Levy Payable in 2027 for FY28

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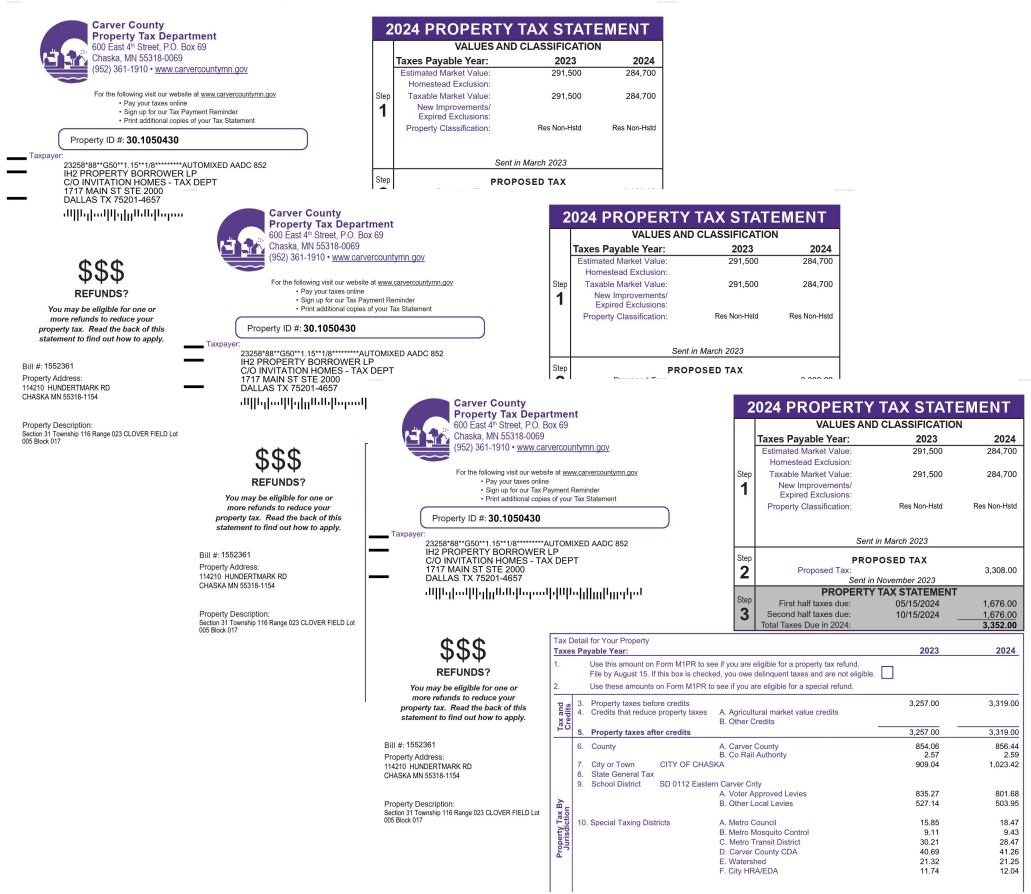
Non-Voter Approved Debt Service	$ 1,921,479	$ 1,925,322	$ 3,843	0.2%
Adjustments and Abatements	$ (464,748)	$ (682,604)	$ (217,856)	46.9%
Debt Service Fund Total Levy	**$ 8,873,308**	**$ 8,655,044**	**$ (218,264)**	**-2.5%**
Total Property Tax Levy All Funds	**$ 21,812,818**	**$ 22,073,948**	**$ 261,130**	**1.2%**

Estimated Taxpayer Impact



Carver County
Property Tax Department
600 East 4th Street, P.O. Box 69
Chaska, MN 55318-0069
(952) 361-1910 • www.carvercountymn.gov

For the following visit our website at www.carvercountymn.gov
• Pay your taxes online
• Sign up for our Tax Payment Reminder
• Print additional copies of your Tax Statement

Property ID #: 30.1050430

Taxpayer:
23258*88**G50**1.15**1/8*********AUTOMIXED AADC 852
IH2 PROPERTY BORROWER LP
C/O INVITATION HOMES - TAX DEPT
1717 MAIN ST STE 2000
DALLAS TX 75201-4657

$$$
REFUNDS?
You may be eligible for one or more refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Bill #: 1552361
Property Address:
114210 HUNDERTMARK RD
CHASKA MN 55318-1154

Property Description:
Section 31 Township 116 Range 023 CLOVER FIELD Lot 005 Block 017

2024 PROPERTY TAX STATEMENT

VALUES AND CLASSIFICATION

	Taxes Payable Year:	2023	2024
Step 1	Estimated Market Value:	291,500	284,700
	Homestead Exclusion:		
	Taxable Market Value:	291,500	284,700
	New Improvements/ Expired Exclusions:		
	Property Classification:	Res Non-Hstd	Res Non-Hstd

Sent in March 2023

Step 2 **PROPOSED TAX**
Proposed Tax: 3,308.00
Sent in November 2023

Step 3 **PROPERTY TAX STATEMENT**

First half taxes due:	05/15/2024	1,676.00
Second half taxes due:	10/15/2024	1,676.00
Total Taxes Due in 2024:		3,352.00

Tax Detail for Your Property

Taxes Payable Year:			2023	2024
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. ☐			
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.			
Tax and Credits 3.	Property taxes before credits		3,257.00	3,319.00
4.	Credits that reduce property taxes	A. Agricultural market value credits		
		B. Other Credits		
5.	**Property taxes after credits**		3,257.00	3,319.00
Property Tax By Jurisdiction 6.	County	A. Carver County	854.06	856.44
		B. Co Rail Authority	2.57	2.59
7.	City or Town CITY OF CHASKA		909.04	1,023.42
8.	State General Tax			
9.	School District SD 0112 Eastern Carver Cnty	A. Voter Approved Levies	835.27	801.68
		B. Other Local Levies	527.14	503.95
10.	Special Taxing Districts	A. Metro Council	15.85	18.47
		B. Metro Mosquito Control	9.11	9.43
		C. Metro Transit District	30.21	28.47
		D. Carver County CDA	40.69	41.26
		E. Watershed	21.32	21.25
		F. City HRA/EDA	11.74	12.04

Factors Impacting Individual Taxpayers' School Taxes

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

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

Dividing the Property Tax Pie

Property Values do not rise uniformly across all properties.
The burden of the levy shifts from taxpayers with lower increases to those with higher increases.

Higher Market Value Increase = Bigger Slice

Lower Market Value Increase = Smaller Slice





Each Property Owner pays a portion of the pie

Impact of Property Valuations

Two properties in the district

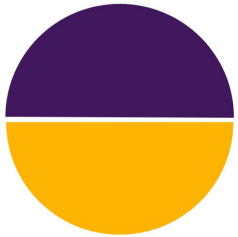
- Both houses are valued at $100,000

Total levy of $500

- Each property will pay $250 of levy

$100,000





$100,000



Impact of Property Valuations

Two properties in the district

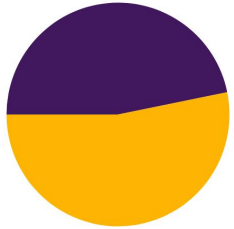
- Purple house value increases by 10%
- Yellow house value increases by 25%

Total levy of $500

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

$110,000





$125,000



Waconia Public School District

Estimated Tax Impacts - Pay 2027 Levy Total School Taxes

Summary			
	Pay 2026	Est. Pay 2027	% Change
Referendum Market Value	$ 4,264,498,148	$ 4,594,048,419	7.7%
RMV Tax Rate	0.23079%	0.22228%	-3.7%
Net Tax Capacity	$ 46,916,330	$ 50,914,325	8.5%
NTC Tax Rate	22.37%	20.21%	-9.7%

Types of Property	Pay 2026 Value	Pay 2027 Est. Value	Pay 2026	Pay 2027	$ Change	% Change
Residential Homestead (Value Increase 7.7%)	$185,700	$200,000	$777	$791	$14	1.8%
	278,600	300,000	1,218	1,234	15	1.3%
	371,400	400,000	1,659	1,676	17	1.0%
	417,800	450,000	1,879	1,897	18	1.0%
	464,300	500,000	2,100	2,119	19	0.9%
	557,100	600,000	2,564	2,597	32	1.3%
	742,800	800,000	3,512	3,546	34	1.0%
Commercial / Industrial** (Value Increase 7.7%)	$92,900	$100,000	$408	$411	$2	0.6%
	232,100	250,000	1,077	1,090	13	1.2%
	464,300	500,000	2,259	2,274	15	0.6%
	928,500	1,000,000	4,623	4,642	20	0.4%
Agricultural Homestead (Value Increase 8.5%)	$10,100	$11,000	$5.10	$5.05	($0.05)	-1.0%
	11,100	12,000	5.60	5.51	(0.10)	-1.8%
	12,000	13,000	6.06	5.97	(0.09)	-1.5%
	12,900	14,000	6.51	6.42	(0.09)	-1.4%
Agricultural Non-Homestead (Value Increase 8.5%)	$10,100	$11,000	$10.20	$10.10	($0.10)	-1.0%
	11,100	12,000	11.21	11.01	(0.20)	-1.8%
	12,000	13,000	12.12	11.93	(0.19)	-1.5%
	12,900	14,000	13.03	12.85	(0.18)	-1.4%

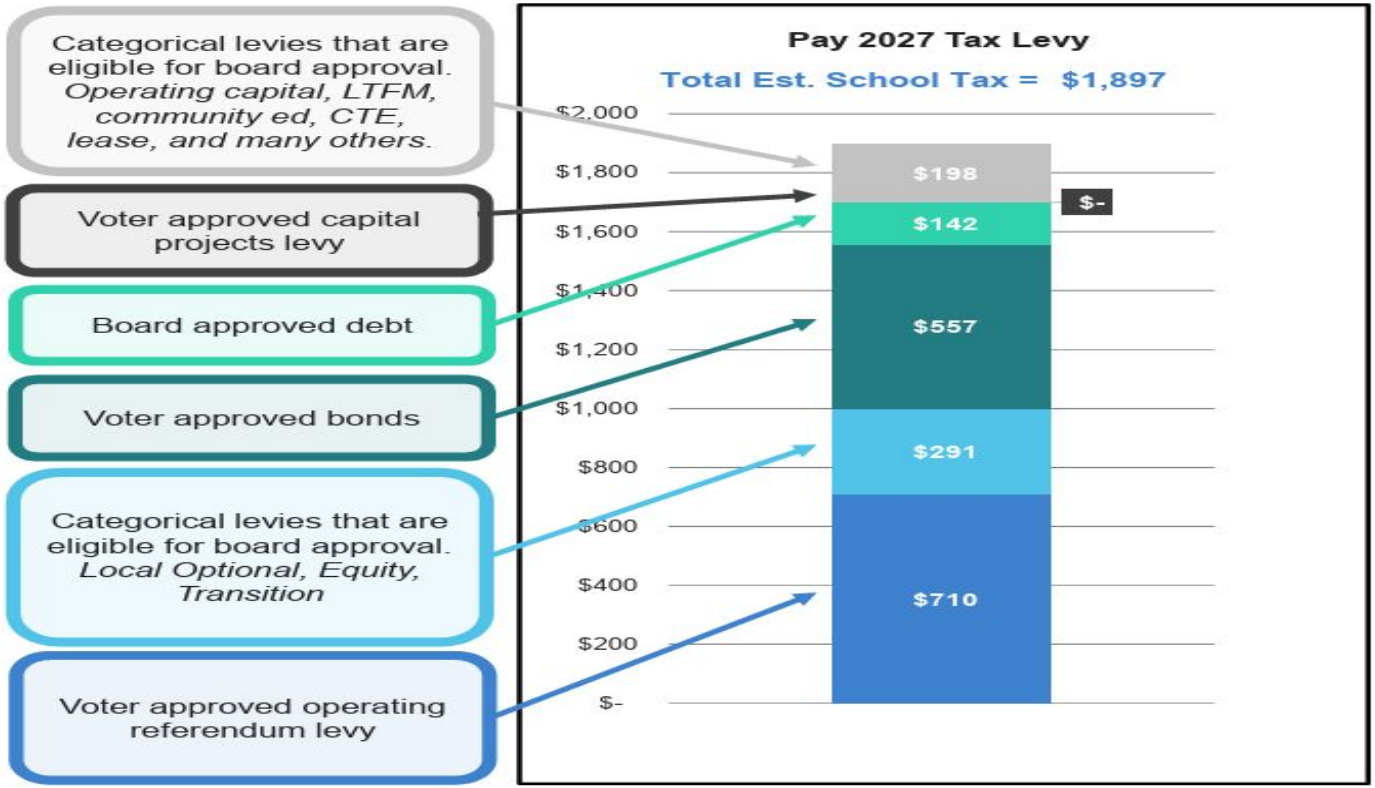
*Actual taxes may be lower in certain taxing districts due to Disparity Reduction Aid.

**Commercial Industrial taxes will have small variations from one taxing City/township to the next due to differences in the Twin Cities Metropolitan Area Fiscal Disparities Program

Waconia Public School District

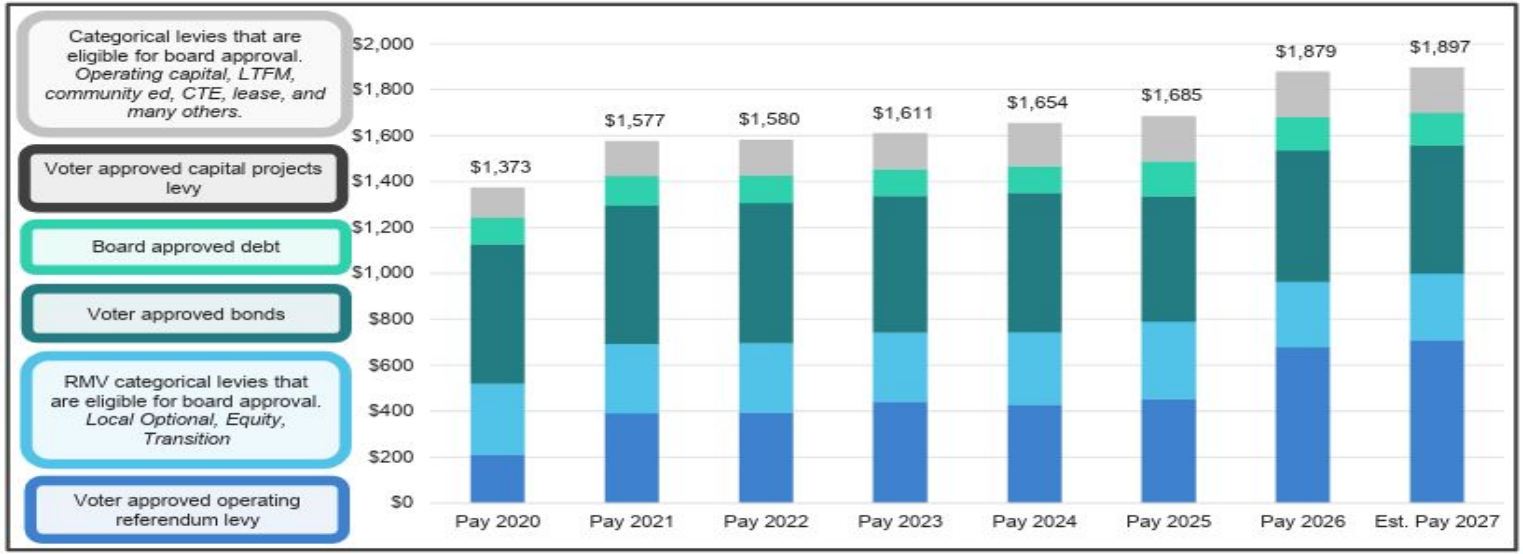
Estimated Pay 2027 Total School Taxes for Residential Homestead

Home Value = $450,000



Waconia Public School District

Residential Homestead School Tax Trend



	Pay 2020	Pay 2021	Pay 2022	Pay 2023	Pay 2024	Pay 2025	Pay 2026	Est. Pay 2027
Home Value*	276,400	284,700	293,200	364,200	386,000	395,300	417,800	450,000
Board Approved Categorical NTC Levy	131	152	155	157	188	198	198	198
Voter Approved Capital Projects Levy	0	0	0	0	0	0	0	0
Board Approved Debt	116	130	119	116	116	151	145	142
Voter Approved Bonds	606	601	609	596	607	545	572	557
Board Approved Categorical RMV Levy	310	302	303	299	316	338	285	291
Voter Approved Operating Referendum	211	392	395	443	428	453	679	710
Total School Taxes	**$ 1,373**	**$ 1,577**	**$ 1,580**	**$ 1,611**	**$ 1,654**	**$ 1,685**	**$ 1,879**	**$ 1,897**

*The chart assumes a 3% annual change in the home value for taxes payable from 2020 to 2022. A 24.2% change in value is assumed for taxes payable in 2023, a 6% change in 2024, a 2.4% change in 2025, a 5.7% change in 2026 and a 7.7% change in 2027.

Next Steps


Board accepts public comments on proposed levy
Board certifies 2025 Payable 2026 Property Tax Levy - 12/15

Public Comment

Headline

Subhead

Text

Headline

Property Tax Valuation Metrics

- Property tax valuation metrics are standardized measures used to assess the value of properties for taxation purposes. Key metrics include:
  - EMV - Estimated Market Value
  - NTC - Net Tax Capacity
  - RMV - Referendum Market Value

- Clear understanding of these terms is essential for comprehending how local property taxes directly influence district funding.

Understanding Net Tax Capacity (NTC)

- **Definition:**
  - Net Tax Capacity (NTC) is the assessed taxable value of a property after applying the Minnesota Department of Revenue's classification rates. Different property types (residential, commercial, agricultural, etc.) have different tax rates

- **How it Affects Waconia Public Schools:**
  - Since commercial and industrial properties are taxed at a higher rate than residential properties, they contribute more per dollar of market value
  - Agricultural land generally has lower classifications rates, meaning farmland owners contribute less to school levies based on NTC

How is Net Tax Capacity (NTC) Calculated

1. Determine the Estimated Market Value (EMV) of the Property - This is the value assigned to the property by the county assessor based on real estate market conditions.
2. Apply the Minnesota Property Classification Rates to property types based on their use

Minnesota Property Classification Rates (2024)

The classification rate depends on the property type and value tier. For example:

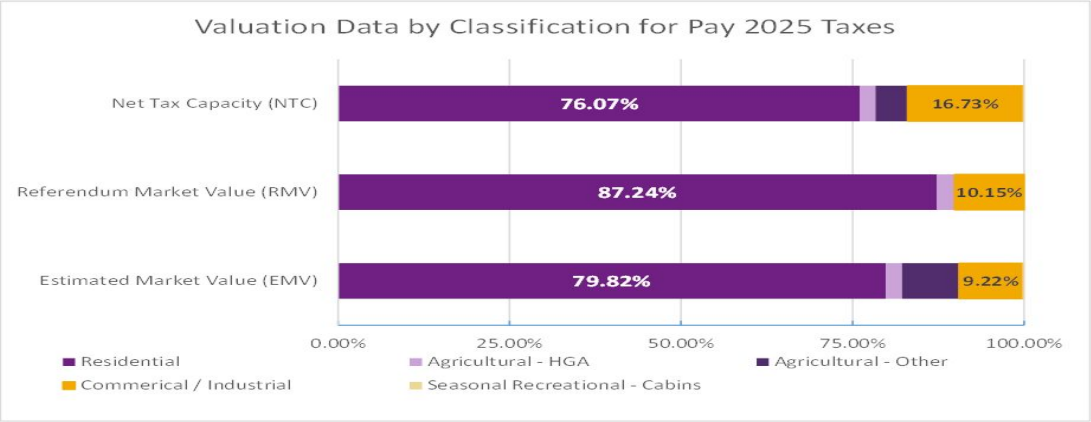
Property Type	Market Value Range	Classification Rate
Residential Homestead	Up to $500,000	1.00%
	Over $500,000	1.25%
Commercial / Industrial	Up to $150,000	1.50%
	Over $150,000	2.00%
Agricultural Land & Buildings	Up to $2.14 million	0.50%
	Over $2.14 million	1.00%
Apartments (4+ Units)	All Values	1.25%

3. NTC Formula = EMV times Classification Rate
   a. Estimated Market Value of Commercial Property: $300,000
   b. Classification Rule: First $150,000 at 1.50% and Remaining $150,000 at 2.00%
   c. NTC Calculation: ($150,000 x 0.015)+($150,000 x 0.02) = $5,250

Understanding Referendum Market Value (RMV)

- **Definition:**
  - RMV is the estimated market value of a property before classification rates are applied. Unlike NTC, RMV excludes agricultural land and seasonal recreational properties from taxation.

- **How it Affects Waconia Public Schools:**
  - Voter-approved operating referendums are based on RMV
  - Since agricultural land is excluded, homeowners and businesses bear a larger portion of referendum-related taxes



Property Type	Estimated Market Value (EMV)	Referendum Market Value (RMV)	Net Tax Capacity (NTC)
Residential	79.82%	87.24%	76.07%
Agricultural - HGA	2.39%	2.62%	2.27%
Agricultural - Other	8.32%	0.00%	4.70%
Commerical / Industrial	9.22%	10.15%	16.73%
Seasonal Recreational - Cabins	0.25%	0.00%	0.24%

EMV: Property Valuation established by County through assessment process

RMV: Tax base for operating referendum, local optional, equity and transition revenues

NTC: Tax base for Debt, Capital Projects Levy, LTFM, OPEB, Operating Capital, CE and others

Proposed Levy Comparison for Final Certification by Tax Type - RMV & NTC / Voter and Non-Voter Approved

	Final Pay 2025 FY26	Final Proposed Pay 2026 FY27	$ Change FY26 to Final FY27	% Change FY26 to Final FY27
Referendum Market Value (RMV) Voter Approved				
Operating Referendum	$ 5,050,891	$ 7,756,577	$ 2,705,686	53.6%
Adjustments & Abatement	$ (66,380)	$ (370,503)	$ (304,123)	
RMV Voter Total Levy	**$ 4,984,511**	**$ 7,386,074**	**$ 2,401,563**	**48.2%**
Referendum Market Value (RMV) Non-Voter Approved				
Local Optional	$ 3,200,911	$ 2,973,583	$ (227,328)	-7.1%
Equity	$ 533,580	$ 361,687	$ (171,893)	-32.2%
Adjustments & Abatements	$ (19,699)	$ (213,450)	$ (193,751)	
RMV Non-Voter Total Levy	**$ 3,714,793**	**$ 3,121,820**	**$ (592,973)**	**-16.0%**
Net Tax Capacity (NTC) Voter Approved				
Voter Approved Debt Service	$ 7,221,487	$ 7,416,577	$ 195,090	2.7%
Capital Projects Referendum	$ -	$ -	$ -	
Adjustments & Abatements	$ (434,366)	$ (337,156)	$ 97,210	
NTC Voter Total Levy	**$ 6,787,121**	**$ 7,079,421**	**$ 292,300**	**4.3%**

	Final Pay 2025 FY26	Final Proposed Pay 2026 FY27	$ Change FY26 to Final FY27	% Change FY26 to Final FY27
Net Tax Capacity Non-Voter Approved				
Non-Voter Approved Debt Service	$ 2,046,520	$ 1,921,479	$ (125,041)	-6.1%
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 School Intermediary	$ 14,098	$ 12,896	$ (1,202)	-8.5%
Career & Technical	$ 148,175	$ 162,309	$ 14,134	9.5%
Annual OPEB	$ 11,209	$ 20,253	$ 9,044	80.7%
Long Term Facilities Maintnenace	$ 750,949	$ 675,820	$ (75,129)	-10.0%
Building/Land Lease	$ 650,396	$ 644,363	$ (6,033)	-0.9%
Basic Community Education	$ 168,095	$ 159,401	$ (8,694)	-5.2%
Early Childhood Education	$ 101,890	$ 90,248	$ (11,642)	-11.4%
Home Visiting	$ 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 & Abatements	$ (238,857)	$ (176,376)	$ 62,481	
NTC Non-Voter Total Levy	**$ 4,344,188**	**$ 4,225,503**	**$ (118,686)**	**-2.7%**
Total Voter Approved	$ 11,771,631	$ 14,465,495	$ 2,693,864	22.9%
Total Non-Voter Approved	$ 8,058,981	$ 7,347,323	$ (711,658)	-8.8%
Total Referendum Market Value	$ 8,699,304	$ 10,507,894	$ 1,808,590	20.8%
Total Net Tax Capacity	$ 11,131,309	$ 11,304,924	$ 173,615	1.6%
Total Property Tax Levy All Funds	**$ 19,830,612**	**$ 21,812,818**	**$ 1,982,205**	**10.0%**

Waconia Public School District

Estimated Tax Impacts - Pay 2026 Levy Total School Taxes

Summary	Pay 2025	Est. Pay 2026	% Change
Referendum Market Value	$ 4,035,223,600	$ 4,269,737,024	5.81%
RMV Tax Rate	0.19996%	0.23050%	15.27%
Net Tax Capacity	$ 44,134,616	$ 47,047,633	6.60%
NTC Tax Rate	23.28%	22.31%	-4.16%

Property Value Increase: 0%

Types of Property	Pay 2025 Value	Pay 2026 Est. Value	Pay 2025	Pay 2026	$ Change	% Change
Residential Homestead	$190,500	$190,500	$756	$799	$43	5.63%
	285,700	285,700	1,188	1,250	62	5.19%
	381,000	381,000	1,620	1,701	81	4.98%
	428,600	428,600	1,836	1,926	90	4.91%
	476,200	476,200	2,052	2,152	100	4.86%
	571,400	571,400	2,514	2,632	117	4.67%
	666,700	666,700	2,982	3,117	135	4.53%

Property Value Increase: 5%

Types of Property	Pay 2025 Value	Pay 2026 Est. Value	Pay 2025	Pay 2026	$ Change	% Change
Residential Homestead	$190,500	$200,025	$756	$844	$88	11.61%
	285,700	299,985	1,188	1,317	129	10.87%
	381,000	400,050	1,620	1,791	171	10.56%
	428,600	450,030	1,836	2,028	192	10.45%
	476,200	500,010	2,052	2,265	213	10.36%
	571,400	599,970	2,514	2,777	263	10.46%
	666,700	700,035	2,982	3,287	305	10.22%

Property Value Increase: 10%

Types of Property	Pay 2025 Value	Pay 2026 Est. Value	Pay 2025	Pay 2026	$ Change	% Change
Residential Homestead	$190,500	$209,550	$756	$889	$133	17.58%
	285,700	314,270	1,188	1,385	197	16.57%
	381,000	419,100	1,620	1,881	261	16.13%
	428,600	471,460	1,836	2,129	293	15.97%
	476,200	523,820	2,052	2,389	337	16.44%
	571,400	628,540	2,514	2,923	408	16.25%
	666,700	733,370	2,982	3,457	475	15.91%

PMA Securities part of:

*Actual taxes may be lower in certain taxing districts due to Disparity Reduction Aid.

2.A.	TNT Presentation	
2.B.	Public Comment	
3.	**ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE**	**Presenter:** Chair Amott
3.A.	MN Educational Support Professional of the Year	**Presenter:** Paul Tordoff, Director of Special Education
3.B.	Master's Degree Accomplishments	**Presenter:** Will Remmert, Director of Human Resources
3.C.	Upcoming Meetings:	
4.	**PUBLIC COMMENT**	
5.	**MINUTES OF PREVIOUS MEETING**	

ISD 110 School Board Regular Meeting
Monday, October 26, 2026 7:00 PM

Waconia City Hall
201 S Vine Street
Waconia, MN 55387

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

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

Call to order by Chair Amott at 7:00 PM

Motion by Kelzer-Breeden to adopt agenda
Rosin second
All in favor
Motion carried

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

2.A. Upcoming Meetings:

3. **PUBLIC COMMENT** none

4. **MINUTES OF PREVIOUS MEETING**

Motion by Wilson to approve minutes of the September 28 meeting
Bergstrom second
All in favor
Motion carried

5. **CONSENT AGENDA**
Presenter: Chair Amott

Motion by Rosin to approve Consent Agenda
Kelzer-Breeden 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

Harmon, Kelley	Health Associate	WHS
Replacement	7 hours/day; 175 days	

Remmert, William	Director of Human Resources	ESC
Replacement	8 hours/day; 261 days	
Strautz, Anne	Health Associate	SV
Replacement	7.5 hours/day, 175 days	
Weber, Karlie	Educational Assistant (SPED)	WHS
Replacement	6.5 hours/day; 175 days	
Wilson, Reid	Educational Assistant (SPED)	WMS
Replacement	7.25 hours/day; 175 days	

Employee Status Changes

Bogema, Makayla, Educational Assistant (SPED) from 6.5 hours/day to 6.75 hours/day at WMS

Gilbert, John, Educational Assistant (SPED) from 6.75 hours/day to 7.25 hours/day at WMS

Menning, Katharine, Educational Assistant (SPED) from 7.25 hours/day to 8 hours/day at WMS

Retirements/Resignations/Terminations

Buck, Dawn, Head Cook at WHS

Heuer, Debra, Educational Assistant (SPED) at WMS

Hodzic, Seherzada, Educational Assistant (SPED) at SV

Super, Jeni, Director of Human Resources at ESC

Torgeson, Julie, Educational Assistant (SPED) at BV

5.C. MSHSL Foundation Grant Application Form A and B

5.D. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report
Presenter: Mia Tiller and Zayda Butler

6.B. Administrative Presentation: Career and College Readiness Report
Presenter: Erika Nesvig, Director of Educational Services

6.C. WMS IAQ Project Funding Discussion w/Michael Hart, PMA

6.D. October 1 Enrollment Report

7. **ACTION ITEMS**

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

8.A.1. 624 Online Instruction
Presenter: Erika Nesvig, Director of Educational Services

8.A.2. 402 Disability Nondiscrimination
Presenter: Jeni Super, Director of Human Resources

8.A.3. 507.5 School Resource Officer
Presenter: Superintendent Gersich

8.A.4. 509 Enrollment of Nonresident Students
Presenter: Superintendent Gersich

8.A.5. 521 Student Disability Nondiscrimination
Presenter: Superintendent Gersich

8.A.6. 425 Staff Development and Mentoring
Presenter: Erika Nesvig, Director of Educational Services

8.A.7. 613 Graduation Requirements
Presenter: Erika Nesvig, Director of Educational Services

8.A.8. 524 Internet and Technology Acceptable Use and Safety Policy
Presenter: Tim Koschinska, Director of Technology

8.A.9. 621 Literacy and the Read Act
Presenter: Erika Nesvig, Director of Educational Services

8.A.10. 423 Employee Student Relationships
Presenter: Jeni Super, Director of Human Resources

8.A.11. 709 Student Transportation Safety
Presenter: Pam Carman, Director of Finance and Operations

8.A.12. 722 Public Data Requests
Presenter: Pam Carman, Director of Finance and Operations

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

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

9.E. Southwest Metro Intermediate District 288 Representative

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council Representative

9.I. Teaching & Learning Advisory Council Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**

Motion by Rosin to adjourn
Arnita second
All in favor
Motion carried

Meeting adjourned at 8:13 PM

ISD 110 School Board Work Session
Monday, November 9, 2026 7:00 PM Central

Waconia High School - Room B107
1650 Community Drive
Waconia, MN 55387

Members present: Amott, Bergstrom, Kelzer-Breeden, Rosin, Hagen, Arnita
Members absent: none

1. Strategic Plan Update Presentation
   Comparisons between 25-26 and 26-27 were reviewed in Student Outcomes, Student & Staff Experience, and Systems & Structures

2. **ACTION ITEMS**

   2.A. Resolution Relating to General Obligation Facilities Maintenance Bonds; Stating Official Intent to Proceed with the Issuance and Sale Thereof; Approving Ten-Year Facility Plan; and Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code (Roll Call Vote)

   Motion by Bergstrom to approve Resolution Relating to General Obligation Facilities Maintenance Bonds; Stating Official Intent to Proceed with the Issuance and Sale Thereof; Approving Ten-Year Facility Plan; and Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code
   Wilson second
   Roll call vote taken
   All in favor
   Motion carried

   2.B. Resolution Canvassing Returns of Votes of School District General Election (Roll Call Vote)
   Motion by Rosin to approve Resolution Canvassing Returns of Votes of School District General Election
   Hagen second
   Roll call vote taken
   All in favor
   Motion carried

   2.C. Resolution Authorizing Issuance of Certificates of Election and Directing the School District Clerk to Perform Other Election-Related Duties (Roll Call Vote)

   Motion by Bergstrom to approve Resolution Authorizing Issuance of Certificates of Election and Directing the School District Clerk to Perform Other Election-Related Duties
   Wilson second
   Roll call vote taken
   All in favor
   Motion carried

3. Waconia High School IAQ Project Tour
   Members took the opportunity to see the recently completed IAQ projects.

Meeting ended at 7:29PM

6.	**CONSENT AGENDA**	**Presenter:** Chair Amott

6.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
620025	21ST CENTURY SPORTS LLC	09/04/2026	R	3,491.75	September
620026	ACCELERATE LEARNING, INC	09/04/2026	R	1,323.51	September
620027	ADAMS PEST CONTROL CO INC	09/04/2026	R	946.48	September
620028	AMAZING ATHLETES OF CENTRAL MN	09/04/2026	R	825.00	September
620029	ANDERSON, DON	09/04/2026	R	650.00	September
620030	AVIBEN	09/04/2026	R	267.86	September
620031	BJORKLUND COMPENSATION LLC	09/04/2026	R	150.00	September
620032	BOB'S REPAIR OF MAYER INC.	09/04/2026	R	202.90	September
620033	BRESNAHAN, ANDY	09/04/2026	R	24.42	September
620034	CDW GOVERNMENT LLC	09/04/2026	R	8,799.10	September
620035	CESO FINANCE LLC	09/04/2026	R	7,950.00	September
620036	COMMITTEE FOR CHILDREN	09/04/2026	R	3,199.00	September
620037	DISCOUNT SCHOOL SUPPLY	09/04/2026	R	172.54	September
620038	EDMENTUM INC	09/04/2026	R	13,750.00	September
620039	EDPUZZLE INC	09/04/2026	R	3,500.00	September
620040	ELITE BRANDING SOLUTIONS	09/04/2026	R	1,374.60	September
620041	FRATTALLONES	09/04/2026	R	786.88	September
620042	GAME ONE	09/04/2026	R	3,225.45	September
620043	GOPHER SPORT	09/04/2026	R	935.52	September
620044	GRAINGER	09/04/2026	R	349.92	September
620045	HEINEMANN	09/04/2026	R	819.00	September
620046	HELEN SOLAR LLC	09/04/2026	R	8,591.58	September
620047	HILLYARD/HUTCHINSON	09/04/2026	R	30.00	September
620048	INDIANHEAD FS DISTRIBUTOR, INC	09/04/2026	R	2,885.06	September
620049	INSTANT REQUEST INC.	09/04/2026	R	750.00	September
620050	KENNEDY & GRAVEN, CHARTERED	09/04/2026	R	115.00	September
620051	KKC TAE KWON DO	09/04/2026	R	924.00	September
620052	LAKEVIEW AUTOMOTIVE	09/04/2026	R	75.99	September
620053	LEE'S REFRIGERATION LLC	09/04/2026	R	630.00	September
620054	LITTLE BEE SPEECH CO	09/04/2026	R	959.92	September
620055	LOFFLER COMPANIES	09/04/2026	R	16,808.27	September
620056	MEDINA ENTERTAINMENT CENTER	09/04/2026	R	2,000.00	September
620057	MERRITT, MAKENZIE	09/04/2026	R	270.00	September
620058	MN RESPECTED OFFICIALS	09/04/2026	R	1,500.00	September
620059	MNHS VOLLEYBALL SHOWCASE	09/04/2026	R	325.00	September
620060	OCCUPATIONAL HLTH CNTRS MN PC	09/04/2026	R	259.00	September
620061	PERFORMANCE FOODSERVICE	09/04/2026	R	608.19	September
620062	PIONEER ATHLETICS	09/04/2026	R	2,074.69	September
620063	PROFESSIONAL TURF & RENOVATION	09/04/2026	R	14,202.22	September
620064	REED WHOLESALE & OCS	09/04/2026	R	2,979.00	September
620065	SAFETYFIRST PLAYGROUND MAINT	09/04/2026	R	3,279.00	September
620066	SMITH EMS LLC	09/04/2026	R	1,455.00	September
620067	ST OLAF COLLEGE ATHLETICS	09/04/2026	R	600.00	September
620068	STAND TALL VOLLEYBALL ACADEMY	09/04/2026	R	2,960.00	September
620069	STAPLES ADVANTAGE	09/04/2026	R	149.34	September
620070	STUMPBUSTERS	09/04/2026	R	800.00	September
620071	T-MOBILE	09/04/2026	R	300.00	September
620072	TABWRITE LLC	09/04/2026	R	288.00	September
620073	TRAINING ROOM, INC	09/04/2026	R	1,931.73	September
620074	US BANK	09/04/2026	R	2,200.00	September
620075	WILLIAM V MACGILL & CO	09/04/2026	R	2,065.43	September
620076	WINSTED SOLAR LLC	09/04/2026	R	7,806.02	September
620077	WORTZ, NOELLE	09/04/2026	R	270.00	September
620078	CRAWFORD, MIRANDA	09/04/2026	R	380.00	September
620079	AMAZON CAPITAL SERVICES	09/08/2026	R	13,132.48	September
620080	ADAMS PEST CONTROL CO INC	09/11/2026	R	439.62	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
620081	AFFINETY SOLUTIONS, INC	09/11/2026	R	275.00	September
620082	ALPHA WIRELESS COMMUNICATIONS	09/11/2026	R	378.00	September
620083	AMPION PBC	09/11/2026	R	21,142.86	September
620084	APPLE VALLEY HS ATHLETICS	09/11/2026	R	325.00	September
620085	BATTERIES R US	09/11/2026	R	1,599.96	September
620086	BNR IRRIGATION SERVICES INC	09/11/2026	R	15,021.36	September
620087	CATALYST SOURCING SOLUTIONS	09/11/2026	R	359.99	September
620088	CENTERPOINT ENERGY	09/11/2026	R	63.86	September
620089	CHARITY REPUBLIC INC	09/11/2026	R	549.00	September
620090	CULLIGAN BOTTLED WATER	09/11/2026	R	720.00	September
620091	DECKER EQUIPMENT	09/11/2026	R	141.95	September
620092	DELANEY, DAVID	09/11/2026	R	90.00	September
620093	DIVERSIFIED PLUMBING & HEATING	09/11/2026	R	9,796.53	September
620094	EDMOND PUBLIC SCHOOLS	09/11/2026	R	350.00	September
620095	GRAINGER	09/11/2026	R	141.90	September
620096	GREAT MINDS PBC	09/11/2026	R	6,519.21	September
620097	HANDLE WITH CARE BEHAVIOR MGMT	09/11/2026	R	1,250.00	September
620098	HEGER'S DAIRY LLC	09/11/2026	R	2,533.67	September
620099	HOLT PETERSON BUS	09/11/2026	R	3,785.00	September
620100	HOUGHTON MIFFLIN	09/11/2026	R	1,500.00	September
620101	INDIANHEAD FS DISTRIBUTOR, INC	09/11/2026	R	11,863.78	September
620102	INTERMEDIATE DIST #287	09/11/2026	R	19,996.74	September
620103	IXL LEARNING INC	09/11/2026	R	13,512.50	September
620104	KAMRATH, TAYLAN	09/11/2026	R	500.00	September
620105	KUTZKE CONSTRUCTION INC	09/11/2026	R	22,965.68	September
620106	LAKEVIEW AUTOMOTIVE	09/11/2026	R	1,118.69	September
620107	LOFFLER COMPANIES	09/11/2026	R	4,807.26	September
620108	LYNCH, KEVIN	09/11/2026	R	19,608.00	September
620109	METRONET	09/11/2026	R	1,875.13	September
620110	MN HISTORICAL SOCIETY	09/11/2026	R	15,284.00	September
620111	NICE SHIRT CO.	09/11/2026	R	161.31	September
620112	PERFORMANCE FOODSERVICE	09/11/2026	R	1,955.42	September
620113	PERNSTEINER CREATIVE GROUP, IN	09/11/2026	R	423.82	September
620114	Rottmayer, Jennifer	09/11/2026	R	516.70	September
620115	SANNES, MYA	09/11/2026	R	500.00	September
620116	SCHOOL SPECIALTY, LLC	09/11/2026	R	484.99	September
620117	SHOWCHOIRSTOCK.COM	09/11/2026	R	645.00	September
620118	SHRED-N-GO - 446138	09/11/2026	R	173.06	September
620119	STAPLES ADVANTAGE	09/11/2026	R	92.94	September
620120	STUKENT, INC	09/11/2026	R	495.00	September
620121	TRIO SUPPLY COMPANY	09/11/2026	R	1,716.72	September
620122	TROSTAD, REIDUN	09/11/2026	R	500.00	September
620123	TRUE MECHANICAL LLC	09/11/2026	R	28,347.87	September
620124	WACONIA PATRIOT	09/11/2026	R	71.50	September
620126	DAIKIN APPLIED	09/16/2026	R	19,950.00	September
620127	TRUE MECHANICAL LLC	09/16/2026	R	19,131.70	September
620128	212 EQUIPMENT	09/18/2026	R	295.00	September
620129	21ST CENTURY SPORTS LLC	09/18/2026	R	525.00	September
620130	ADAMS PEST CONTROL CO INC	09/18/2026	R	287.20	September
620131	ARBITERSPORTS	09/18/2026	R	1,740.00	September
620132	BARNES & NOBLE	09/18/2026	R	256.48	September
620133	BAUMAN, STEPHEN	09/18/2026	R	96.45	September
620134	BLUUM OF MINNESOTA LLC	09/18/2026	R	2,049.68	September
620135	BRAINPOP LLC	09/18/2026	R	3,137.02	September
620136	BSN SPORTS LLC	09/18/2026	R	399.22	September
620137	BUILD ENDURANCE LLC	09/18/2026	R	1,200.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
620138	CANON FINANCIAL SERVICES INC	09/18/2026	R	890.18	September
620139	CAROLINA BIOLOGICAL SUPPLY CO	09/18/2026	R	603.68	September
620140	CDW GOVERNMENT LLC	09/18/2026	R	5,425.00	September
620141	CENTRAL UNITED COOPERATIVE	09/18/2026	R	3,251.03	September
620142	CHOICE ELECTRIC	09/18/2026	R	1,483.07	September
620143	CITY OF WACONIA	09/18/2026	R	8,465.01	September
620144	COMMERCIAL KITCHEN SERVICES	09/18/2026	R	655.00	September
620146	D3 DESIGNS INC.	09/18/2026	R	720.00	September
620147	DEGROOT, REBECCA	09/18/2026	R	50.00	September
620148	DIVERSIFIED PLUMBING & HEATING	09/18/2026	R	362.36	September
620149	EXPLOREK12, INC	09/18/2026	R	900.00	September
620150	GAME ONE	09/18/2026	R	6,276.66	September
620151	GRAINGER	09/18/2026	R	1,246.44	September
620152	GREAT MINDS PBC	09/18/2026	R	14,064.88	September
620153	GROTH MUSIC COMPANY	09/18/2026	R	1,335.84	September
620154	HENDRYCKS, PHIL	09/18/2026	R	810.00	September
620155	HEROLD, JONAH	09/18/2026	R	120.00	September
620156	HILLYARD/HUTCHINSON	09/18/2026	R	2,307.94	September
620157	HLS GROUP	09/18/2026	R	146.16	September
620158	HUSTLE & HEART SPORTS	09/18/2026	R	300.00	September
620159	IEA, INC	09/18/2026	R	487.50	September
620160	INDIANHEAD FS DISTRIBUTOR, INC	09/18/2026	R	20,462.81	September
620161	INGCO INT'L INC	09/18/2026	R	135.00	September
620162	INSTANT REQUEST INC.	09/18/2026	R	745.00	September
620163	KING, HEATHER	09/18/2026	R	163.42	September
620164	KOOSMANN, JACK	09/18/2026	R	70.00	September
620165	LAKESHORE LEARNING MATERIALS L	09/18/2026	R	139.63	September
620166	LANO EQUIPMENT INC	09/18/2026	R	197.98	September
620167	LAURSEN PIANO SERVICE	09/18/2026	R	335.00	September
620168	LEARNING WITHOUT TEARS	09/18/2026	R	41.40	September
620169	LESSONPIX, INC	09/18/2026	R	379.92	September
620170	LVC COMPANIES INC	09/18/2026	R	1,340.00	September
620171	MACKENTHUN'S FINE FOODS	09/18/2026	R	963.72	September
620173	MCTE TREASURER	09/18/2026	R	400.00	September
620174	MEEHAN, ADA	09/18/2026	R	90.00	September
620175	METRO VOLLEYBALL OFFICIALS ASS	09/18/2026	R	840.00	September
620176	MRI SOFTWARE LLC	09/18/2026	R	264.50	September
620177	MSHSCA	09/18/2026	R	1,615.00	September
620178	MUSIC MART	09/18/2026	R	166.49	September
620179	NCS PEARSON, INC	09/18/2026	R	2,315.00	September
620180	OLSON, THEODORE	09/18/2026	R	90.00	September
620181	PAN-O-GOLD BAKING CO	09/18/2026	R	713.73	September
620182	PARTS CITY WACONIA	09/18/2026	R	145.46	September
620183	PERFORMANCE FOODSERVICE	09/18/2026	R	2,172.39	September
620184	PICK A TIME	09/18/2026	R	11.40	September
620185	PLAYGROUND OUTFITTERS, LLC	09/18/2026	R	2,816.52	September
620186	QUAVERED, INC.	09/18/2026	R	900.00	September
620187	RABE, CARSON	09/18/2026	R	90.00	September
620188	REALLY GOOD STUFF LLC	09/18/2026	R	156.42	September
620189	RICHARD OSNESS CONSTRUCTION IN	09/18/2026	R	20,150.00	September
620190	SAFARI ISLAND COMMUNITY CENTER	09/18/2026	R	612.50	September
620191	SCAN AIR FILTER, INC	09/18/2026	R	1,184.88	September
620192	SCENARIO LEARNING LLC	09/18/2026	R	3,263.68	September
620193	SCHOLASTIC, INC	09/18/2026	R	439.56	September
620194	SCHOOL SPECIALTY, LLC	09/18/2026	R	244.33	September
620195	SEIM, ELIJAH	09/18/2026	R	150.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
620196	SEIM, GRACE	09/18/2026	R	300.00	September
620197	SFM	09/18/2026	R	52,894.00	September
620198	STAPLES ADVANTAGE	09/18/2026	R	191.12	September
620199	STORMS WELDING & MFG	09/18/2026	R	261.69	September
620200	SWANSON, LYDIA	09/18/2026	R	130.00	September
620201	TRIO SUPPLY COMPANY	09/18/2026	R	699.71	September
620202	TRUE MECHANICAL LLC	09/18/2026	R	9,523.36	September
620203	TWIN CITIES SOCCER LEAGUES	09/18/2026	R	3,120.00	September
620204	WESTERN PSYCHOLOGICAL SERVICES	09/18/2026	R	162.80	September
620205	WEX BANK	09/18/2026	R	590.78	September
620206	BIG LAKE FASTPITCH	09/24/2026	R	100.00	September
620207	ERAA (EAST RIDGE ATH. ASSOC.)	09/24/2026	R	100.00	September
620208	MVSA	09/24/2026	S	100.00	September
620209	MVSA	09/24/2026	S	100.00	September
620210	PLAY SOFTBALL	09/24/2026	R	100.00	September
620211	WBAFSA	09/24/2026	S	100.00	September
620212	WBAFSA	09/24/2026	S	100.00	September
620213	ADAPTIVE SPECIALTIES, LLC	09/25/2026	R	404.48	September
620214	ANNANDALE PUBLIC SCHOOLS	09/25/2026	R	110.00	September
620215	AVIBEN	09/25/2026	R	583.87	September
620216	BIFFS, INC	09/25/2026	R	2,809.00	September
620217	CARVER COUNTY PARKS & RECREATI	09/25/2026	R	2,512.80	September
620218	CENTRAL PUBLIC SCHOOLS	09/25/2026	R	100.00	September
620219	COUGHLAN COMPANIES LLC - 17143	09/25/2026	R	3,726.90	September
620220	ECM PUBLISHERS, INC	09/25/2026	R	365.50	September
620221	FLINN SCIENTIFIC	09/25/2026	R	526.31	September
620222	FRANKLIN PRINTING INC	09/25/2026	R	155.00	September
620223	FRESH BEATS ENTERTAINMENT	09/25/2026	R	400.00	September
620224	GOLDEN VALLEY SUPPLY COMPANY	09/25/2026	R	154.00	September
620225	GOLDMAN, NICOLE	09/25/2026	R	15.00	September
620226	GOPHER SPORT	09/25/2026	R	998.69	September
620227	HAPPY FEET SOCCER TWIN CITIES	09/25/2026	R	1,664.00	September
620228	HSR PREMIUM TRUST	09/25/2026	R	399.00	September
620229	HILLYARD/HUTCHINSON	09/25/2026	R	5,054.01	September
620230	HOUGHTON MIFFLIN	09/25/2026	R	2,616.00	September
620231	HUSTLE & HEART SPORTS	09/25/2026	R	487.25	September
620232	IMAGINE LEARNING LLC	09/25/2026	R	92.40	September
620233	IND SCHOOL DISTRICT #625	09/25/2026	R	571.20	September
620234	INDIANHEAD FS DISTRIBUTOR, INC	09/25/2026	R	9,401.94	September
620235	INFINITE HEALTH COLLABORATIVE	09/25/2026	R	562.50	September
620236	IXL LEARNING INC	09/25/2026	R	2,750.00	September
620237	KKC TAE KWON DO	09/25/2026	R	714.00	September
620238	LANDON, SAMANTHA	09/25/2026	R	360.00	September
620239	LOFFLER COMPANIES	09/25/2026	R	366.25	September
620240	LVC COMPANIES INC	09/25/2026	R	604.35	September
620241	MATH MEDIC	09/25/2026	R	315.24	September
620242	MAYER LUMBER CO, INC	09/25/2026	R	879.00	September
620243	MEI TOTAL ELEVATOR SOLUTIONS	09/25/2026	R	872.05	September
620244	MN CHILDREN'S MUSEUM	09/25/2026	R	528.00	September
620245	MSCA-MN SCHOOL COUNSELORS ASSN	09/25/2026	R	60.00	September
620246	MUELLER, RYAN	09/25/2026	R	318.55	September
620247	MULLER BOAT CO	09/25/2026	R	3,329.10	September
620248	MYRA	09/25/2026	R	60.00	September
620249	NORTHFIELD LINES, INC	09/25/2026	R	1,482.21	September
620250	PERFORMANCE FOODSERVICE	09/25/2026	R	1,431.36	September
620251	PREP TIME PRINTING	09/25/2026	R	3,980.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
620252	REED WHOLESALE & OCS	09/25/2026	R	3,382.50	September
620253	RENAISSANCE LEARNING INC	09/25/2026	R	1,117.05	September
620254	RENNEBERG HARDWOODS INC.	09/25/2026	R	3,512.61	September
620255	SCHOLASTIC, INC	09/25/2026	R	103.79	September
620256	SCHOOL SPECIALTY, LLC	09/25/2026	R	435.33	September
620257	STAPLES ADVANTAGE	09/25/2026	R	637.38	September
620258	STUMPBUSTERS	09/25/2026	R	850.00	September
620259	MINNEAPOLIS SOUTH HIGH SWIM TE	09/25/2026	R	375.00	September
620260	TEAM LIFE INC	09/25/2026	R	8,552.00	September
620261	TERRAFORM PHOENIX II ARCADIA	09/25/2026	R	382.68	September
620262	TINTES, MATTHEW	09/25/2026	R	646.00	September
620263	TRI CITY UNITED HIGH SCHOOL	09/25/2026	R	250.00	September
620264	TRUE MECHANICAL LLC	09/25/2026	R	5,340.50	September
620265	WEST MUSIC	09/25/2026	R	73.27	September
620266	WIPEBOOK CORP.	09/25/2026	R	189.53	September
620267	WM CORPORATE SERVICES INC	09/25/2026	R	3,202.23	September
620268	KOCH SCHOOL BUS SERVICE, INC	09/30/2026	R	35,237.77	September
620269	EYE MED-FIDELITY SECURITY LIFE	09/30/2026	R	2,136.90	September
620270	MESSERLI & KRAMER PA	09/30/2026	R	535.77	September
620271	MN SCHOOL EMPLOYEES ASSOCIATIO	09/30/2026	R	110.96	September
620272	NCPERS GROUP LIFE INS	09/30/2026	R	64.00	September
620273	SCHOOL SERVICE EMPLOYEES	09/30/2026	R	513.42	September
202600083	INTERNAL REVENUE SERVICE	09/15/2026	W	308,822.67	September
202600084	LIFE INS CO OF NORTH AMERICA	09/15/2026	W	4,573.08	September
202600085	MN DEPT OF REVENUE	09/15/2026	W	50,926.95	September
202600086	MN TEACHERS RETIREMENT ASSN	09/15/2026	W	187,054.98	September
202600087	PERA	09/15/2026	W	48,547.22	September
202600088	AVIBEN	09/15/2026	W	62,215.99	September
202600089	ONEBRIDGE BENEFITS,INC.	09/15/2026	W	3,814.42	September
202600092	INTERNAL REVENUE SERVICE	09/15/2026	W	328.96	September
202600093	MN DEPT OF REVENUE	09/15/2026	W	0.00	September
202600094	MN TEACHERS RETIREMENT ASSN	09/15/2026	W	382.92	September
202600143	INTERNAL REVENUE SERVICE	09/30/2026	W	314,926.35	September
202600144	LIFE INS CO OF NORTH AMERICA	09/30/2026	W	6,012.40	September
202600145	MN DEPT OF REVENUE	09/30/2026	W	51,481.78	September
202600146	MN TEACHERS RETIREMENT ASSN	09/30/2026	W	188,557.62	September
202600147	PERA	09/30/2026	W	53,985.09	September
202600148	AVIBEN	09/30/2026	W	62,707.35	September
202600149	ONEBRIDGE BENEFITS,INC.	09/30/2026	W	4,536.70	September
202600186	ONEBRIDGE BENEFITS,INC.	09/16/2026	W	993.00	September
202600189	MN DEPT OF REVENUE	09/18/2026	W	5,177.31	September
202600190	PMA SECURITIES LLC	09/18/2026	W	290.09	September
202600197	MEDICA INSURANCE CO	09/02/2026	W	812,329.18	September
202600199	SECURITY BANK & TRUST CO	09/30/2026	W	165.00	September
202600200	AUTHORIZE.NET	09/30/2026	W	50.25	September
202600201	EDUTRAK LLC	09/10/2026	W	11,095.26	September
202600202	XCEL ENERGY	09/30/2026	W	112.08	September
202600203	QUADIENT FINANCE USA, INC	09/25/2026	W	1,500.00	September
202600204	BRI PARENT, INC	09/30/2026	W	401.75	September
202600205	ARUX	09/09/2026	W	5,999.00	September

Totals for checks 2,898,691.62

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
01	General	1,956,157.84	0.00	524,505.74	2,480,663.58
02	Food Service	71,234.11	0.00	73,028.60	144,262.71
04	Community Service	137,319.21	0.00	95,574.33	232,893.54
06	Building Construction	0.00	0.00	39,081.70	39,081.70
08	Trust	0.00	0.00	1,500.00	1,500.00
45	OPEB Irrevocable Trust Fund	0.00	0.00	290.09	290.09
*** Fund Summary Totals ***		2,164,711.16	0.00	733,980.46	2,898,691.62

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

6.B. Human Resource Items:	**Presenter:** Will Remmert, Director of Human Resources

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

BOARD OF EDUCATION
Regular Meeting – November 30, 2026

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations
ITEM ADDED BY: Will Remmert, Director of Human Resources

Employment

Armstrong, Nicholas	Math Teacher	WMS
Replacement	Long Term Substitute Attach K	
Bryant, Erin	Nutritional Assistant	BV
Replacement	4.5 hours/day; 176 days	
Ely, Lydia	Educational Assistant (SPED)	LT
Replacement	6.5 hours/day; 175 days	
Peterson, Wendy	Educational Assistant (SPED)	SV
Replacement	6.5 hours/day; 175 days	
Schmitz, Rebecca	Social Studies Teacher	WMS
Replacement	Long Term Substitute Attach K	
Tangen, Oray	Educational Assistant (SPED)	BV
Replacement	6.5 hours/day; 175 days	

Employee Status Changes
Bessette, Jenna, Nutritional Assistant from 7 hours/day to 7.5 hours/day at WHS
Braunwarth, Christine, from Assistant Head Cook to Head Cook at WHS
Calvente-Berrios, Lorraine, from Nutritional Assistant to Assistant Head Cook at WHS
Dulebohn, Jesseca, Nutritional Assistant from 5 hours/day to 7 hours/day at WMS

Larson, Nicole, Educational Assistant (SPED) from 7.25 hours/day to 7.75 hours/day at LT
Routh, Lindsay, Educational Assistant (SPED) from 7.75 hours/day to 8 hours/day at BV
Strautz, Anne, from Health Associate to Licensed School Nurse at SV Attach K
Vinkemeier, Tina, from Payroll Specialist to Senior Accountant at ESC
Young, Melissa, from Nutritional Assistant to Cafe 110 Assistant at ESC

Retirements/Resignations/Terminations
Litfin, Vickie, Nutritional Assistant at BV

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

6.C. Disposition of Obsolete Equipment and Materials

MEMORANDUM

TO: ISD 110 School Board

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

DATE: November 30, 2026

SUBJECT: Disposition of Obsolete Equipment and Materials

Background

In accordance with School Board Policy 802 – Disposition of Obsolete Equipment and Material, District administration has identified equipment and materials that are obsolete, no longer needed for District purposes, or ineffective for current use.

The attached spreadsheet identifies the items recommended for disposition. All items will be disposed of in accordance with the provisions of School Board Policy 802.

Recommendation

Administration recommends that the School Board approve the disposition of obsolete equipment and materials as identified in the attached spreadsheet, in accordance with School Board Policy 802.

Attachment: Obsolete Equipment and Materials Listing

Timestamp	Email Address	Name of person completing this form	Site/ Location	What is the current Equipment or Furniture no longer needed and leaving the district	Reason for no longer being needed	Option Picture to Upload
8/5/2026 10:29:31	psparby@isd110.org	Paul Sparby	Waconia High School	Bandsaw	Worn out and not functional	
9/17/2026 9:12:23	psparby@isd110.org	Paul Sparby	Waconia High School	Mitre saw - item is sitting by the band saw (I submitted that request earlier)	Worn out and not functional	
11/2/2026 19:32:48	kdevaan@isd110.org	Khuzana DeVaan	Southview	Aerobic Step Platform	No longer needed	https://drive.google.com/ope
11/9/2026 14:04:31	psparby@isd110.org	Paul Sparby	Waconia High School	hydraulic shear / brake / punching tooling	Worn out and not functional	https://drive.google.com/ope
11/16/2026 17:03:25	tkoschinska@isd110.org	Tim Koschinska	District Education Center	MacBook and iPads	Part of replacement cycle	https://drive.google.com/ope
11/18/2026 12:09:36	bmieras@isd110.org	Bucky Mieras	Waconia High School	Need the white freezer in the concession taken out. It has a bad compressor and do not want to put the money into it.	power works and does not freeze	
11/19/2026 14:27:27	sjensen@isd110.org	Steven Jensen	District Education Center	Race timeclock	worn out, and does not operate to our needs. Made in 1986	https://drive.google.com/ope

6.D. Receipts of Donation	
7. **REPORTS**	
7.A. Student Representative Report	**Presenter:** Mia Tiller and Zayda Butler
7.B. Administrative Reports	
7.B.1. Healthcare Field Teacher	**Presenter:** Paul Sparby, WHS Principal and Erika Nesvig, Director of Educational Services

WACONIA PUBLIC SCHOOLS • EXPLORE YOUR PASSIONS. CREATE YOUR SUCCESS.

MEMORANDUM

TO: ISD 110 Administration

FROM: Paul Sparby and Erika Nesvig

DATE: Nov 2, 2026

SUBJECT: ISD110 Healthcare Field Teacher

Purpose

This proposal recommends establishing a full-time (1.0 FTE) Healthcare Field Teacher at Waconia High School starting in the 2027-2028 school year. This would mean transitioning from our current model of contracting with SW Metro to teach Healthcare courses at WHS. This would allow WHS to expand student capacity, retain district funds, and strengthen local community partnerships.

History and/or Context

WHS currently relies on SW Metro staff to teach these courses: Certified Nursing Assistant (CNA) Part 1 and 2, Medical Terminology, Emergency Medical Responder, and Emergency Medical Technician Part 1 and 2. Scheduling limitations under our current model have capped actual student enrollment despite growing demand; for example, an additional CNA section could have been filled for the 2026-2027 school year if scheduling had allowed.

This position aligns closely with state and regional workforce demands. Statewide education data has “Health Professions and Related Programs” as currently the third most popular major for MN high school graduates, and registered nurses represent the second largest occupation gap in Central Minnesota. By adding a Healthcare Field teacher to WHS, we can better support our students to pursue these high-interest, high-demand careers, while deepening our educational partnership with the local medical community.

Enrollment Trends and Cost Data:

2025-2026 # of Students Requesting Course	2025-26 Actual Students Enrolled ($17.50 per student/day)	2025-26 Cost	2026-27 # of Students Requesting Course	2026-27 Actual Students Enrolled (Do not have daily rate for this year so using $17.50)	2026-27 Cost

47	21	$21,315	53	34	$34,510
46	33	$33,495	55	34	$34,510
46	32	$32,480	55	34	$34,510
14	7	$7,105	13	6	$6,090
11	7	$7,105	9	6	$6,090
10	7	$7,105	9	6	$6,090
174	**107**	**$108,605**	**194**	**120**	**$121,800**

ISD 110 currently pays SW Metro approximately $110,000 - $120,000 annually, with the expectation these costs will continue to increase. Reallocating these funds will cover the estimated cost of $105,000 required for a teacher's salary and benefits. ISD 110 also receives state CTE funds for up to 35% of salaries. This would give an expected salary and benefits at a net $68,250.

Moving the program to WHS may require purchasing some additional classroom equipment. Much of the current classroom equipment was purchased with Perkins funds and should remain at WHS. Any additional equipment needs could be supported by Perkins funds or through donations from partners like Ridgeview and TCO.

Timeline and Measures of Success

Spring 2027 - Post the new teaching position
2027-2028 School Year - Employ the 1.0 FTE teacher to instruct all healthcare pathway courses.
2028-2029 School Year - Begin to grow programs and partnerships with the local medical community. We currently have a healthcare internship program in place, but there are opportunities to continue to build and expand this career path for our students.

7.B.2. Class Size Report

Class Size Presentation

November 30, 2026

2026-27 Elementary Homeroom Targets

2026-27 HOME CLASSROOM TARGETS

The following are target ranges for home classrooms where students receive instruction in core subject areas such as math, reading, science and social studies.

KINDERGARTEN

< 20 BELOW	20-23 OPTIMAL	> 23 ABOVE

FIRST GRADE

< 21 BELOW	21-24 OPTIMAL	> 24 ABOVE

SECOND GRADE

< 22 BELOW	22-25 OPTIMAL	> 25 ABOVE

THIRD GRADE

< 23 BELOW	23-27 OPTIMAL	> 27 ABOVE

FOURTH GRADE

< 24 BELOW	24-28 OPTIMAL	> 28 ABOVE

FIFTH GRADE

< 25 BELOW	25-29 OPTIMAL	> 29 ABOVE

2026-27 Elementary Homeroom Data

2026-27 DATA INTRODUCTION

The following data regularly fluctuates as students move in and out of the District due to life events and family circumstances. It's important to note that the District's target ranges are not binding, but are meant to serve as a guideline to help District and building leaders make decisions about staffing levels.

2026-27 HOME CLASSROOM DATA

BAYVIEW ELEMENTARY

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
21.8	22.5	21.0	24.5	24.7	25.3

LAKETOWN ELEMENTARY

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
20.8	21.7	21.5	24.8	29.0	31.3

SOUTHVIEW ELEMENTARY

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
21.5	25.7	20.0	27.3	27.3	24.5

2026-27 Elementary Specialist Targets

2026-27 SPECIALIST TARGET RANGES

The following are target ranges for specialists such as physical education, music, and art.

KINDERGARTEN - SECOND GRADE

< 27	27-31	> 31
BELOW	OPTIMAL	ABOVE

THIRD GRADE - FIFTH GRADE

< 30	30-34	> 34
BELOW	OPTIMAL	ABOVE

2026-27 Elementary Specialist Data

2026-27 SPECIALISTS DATA

BAYVIEW ELEMENTARY

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
29.0	30.0	28.0	32.7	24.7	33.7

LAKETOWN ELEMENTARY

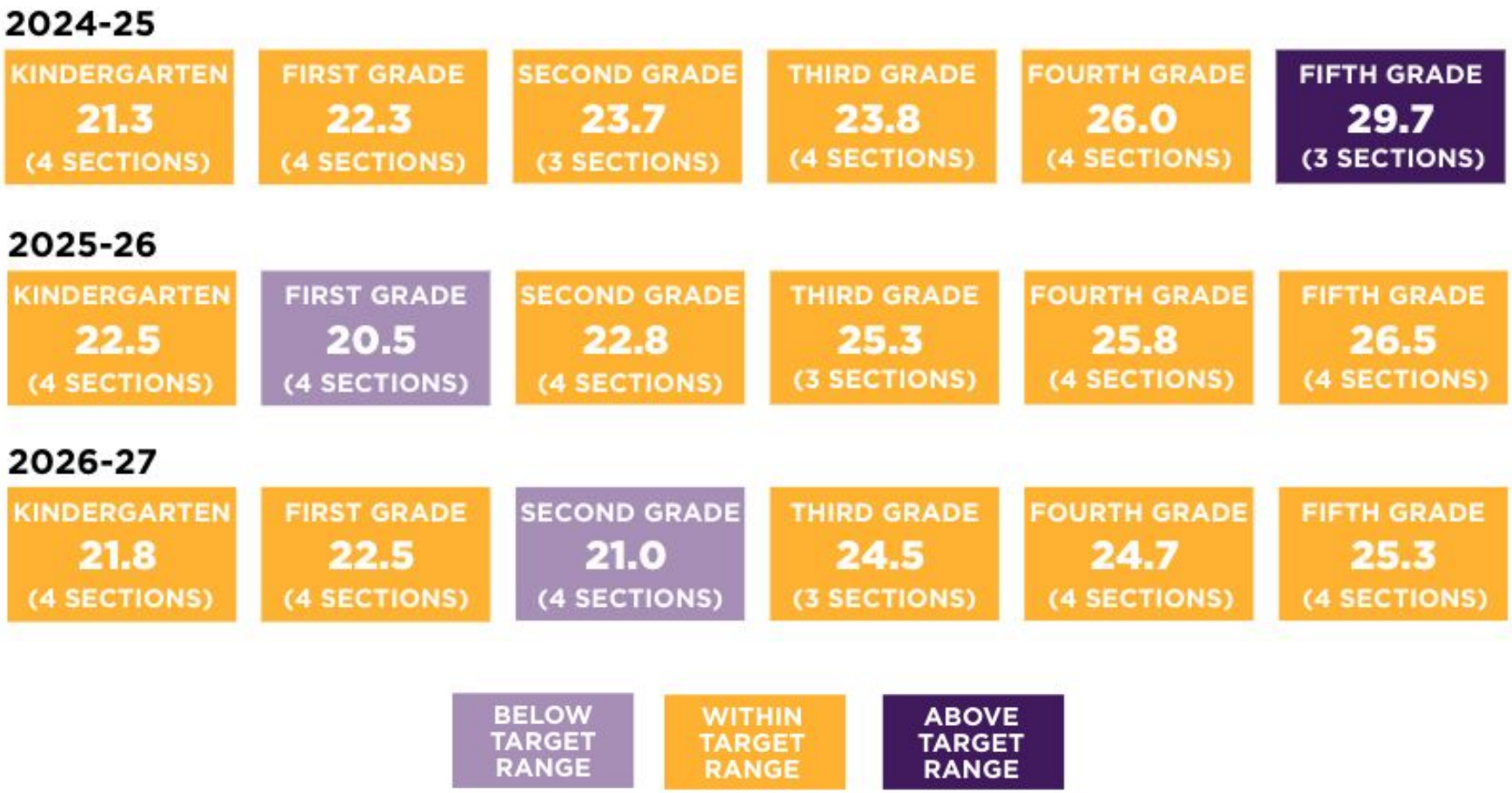
KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
27.7	21.7	28.7	33.0	29.0	31.3

SOUTHVIEW ELEMENTARY

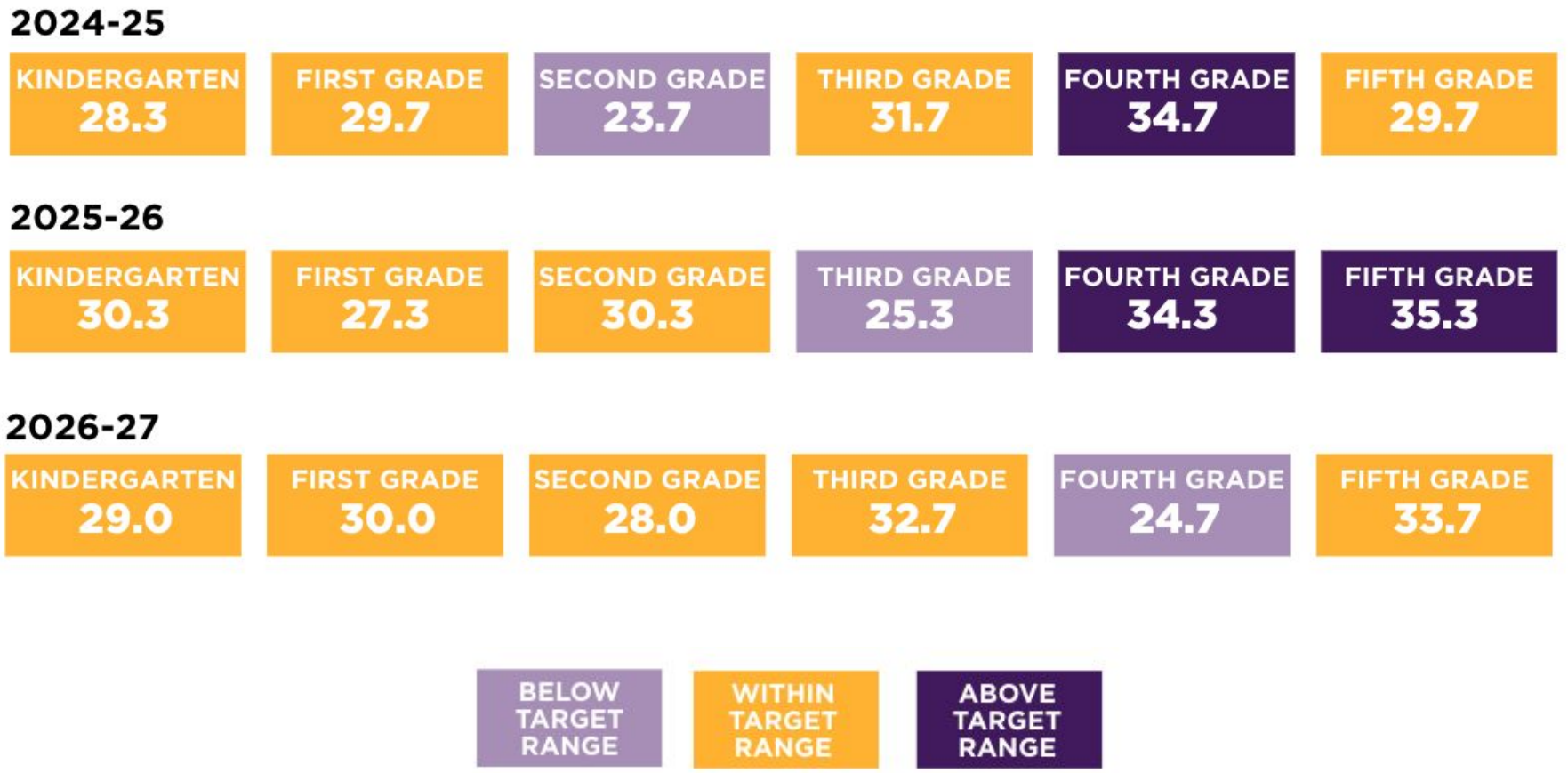
KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
28.7	25.7	26.7	27.3	27.3	32.7

BELOW TARGET RANGE | WITHIN TARGET RANGE | ABOVE TARGET RANGE

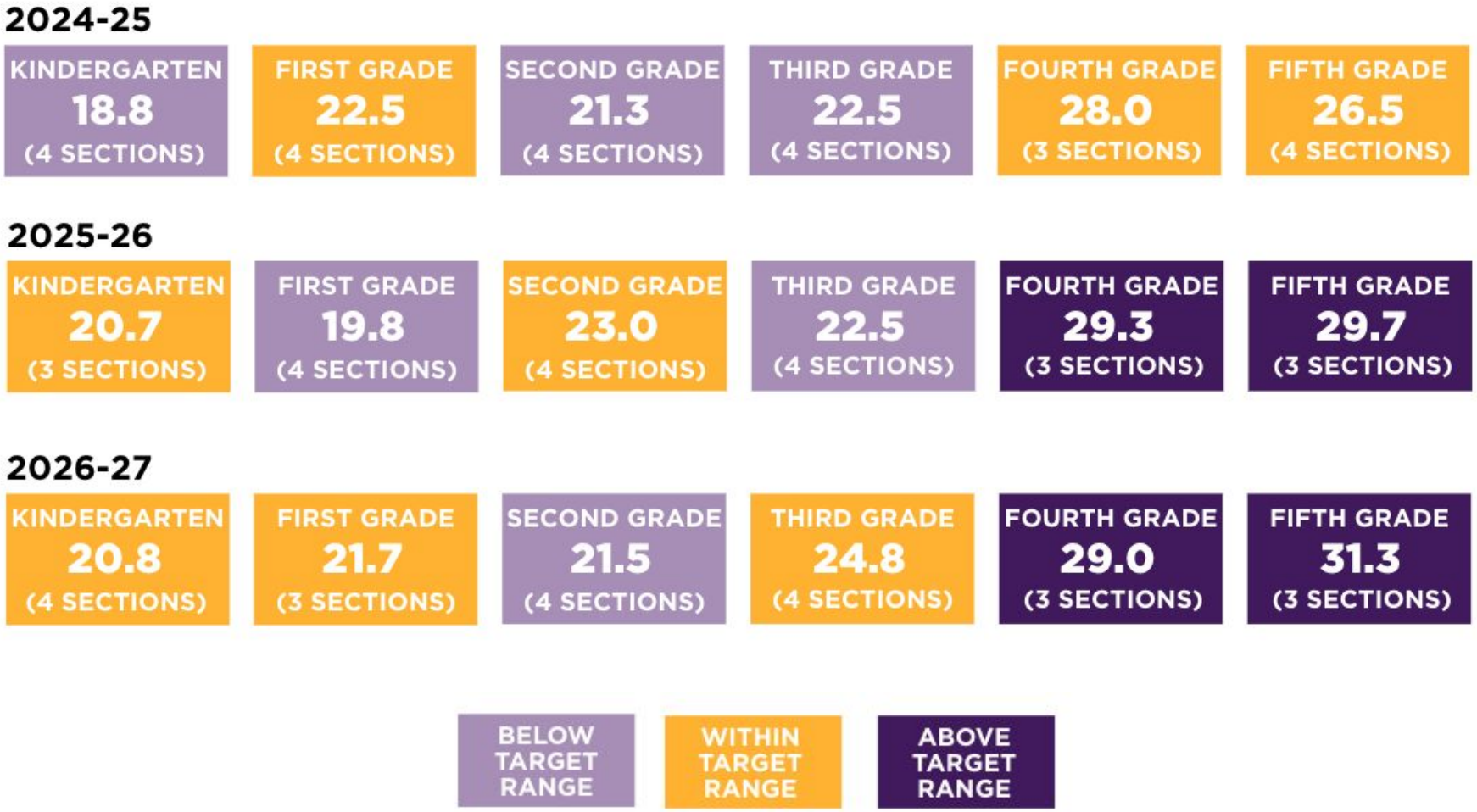
Bayview Homeroom 3-Year Trend Data



Bayview Specialist 3-Year Trend Data



Laketown Homeroom 3-Year Trend Data



Laketown Specialist 3-Year Trend Data

2024-25

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
25.0	30.0	28.3	30.0	28.0	35.3

2025-26

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
21.0	26.3	30.3	30.0	29.3	29.7

2026-27

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
27.7	21.7	28.7	33.0	29.0	31.3

BELOW TARGET RANGE | WITHIN TARGET RANGE | ABOVE TARGET RANGE

Southview Homeroom 3-Year Trend Data

2024-25

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
20.8 (4 SECTIONS)	21.8 (4 SECTIONS)	21.3 (4 SECTIONS)	24.0 (4 SECTIONS)	25.3 (4 SECTIONS)	30.7 (3 SECTIONS)

2025-26

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
20.5 (4 SECTIONS)	22.3 (4 SECTIONS)	21.5 (4 SECTIONS)	27.3 (3 SECTIONS)	25.5 (4 SECTIONS)	25.5 (4 SECTIONS)

2026-27

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
21.5 (4 SECTIONS)	25.7 (3 SECTIONS)	20.0 (4 SECTIONS)	27.3 (3 SECTIONS)	27.3 (3 SECTIONS)	24.5 (4 SECTIONS)

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

Southview Specialist 3-Year Trend Data

2024-25

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
27.7	29.0	28.3	32.0	33.7	30.7

2025-26

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
27.3	29.7	28.7	27.3	34.0	33.7

2026-27

KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
28.7	25.7	26.7	27.3	27.3	32.7

BELOW TARGET RANGE | WITHIN TARGET RANGE | ABOVE TARGET RANGE

2026-27 Sixth Grade Core Subject Data

LANGUAGE ARTS

11 SECTIONS	< 24	24-30	> 30
	2 SECTION	9 SECTIONS	0 SECTIONS

MATH

11 SECTIONS	< 24	24-30	> 30
	2 SECTIONS	9 SECTIONS	0 SECTIONS

SCIENCE

11 SECTIONS	< 24	24-30	> 30
	1 SECTION	7 SECTIONS	3 SECTIONS

SOCIAL STUDIES

11 SECTIONS	< 24	24-30	> 30
	2 SECTIONS	9 SECTIONS	0 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

2026-27 Sixth Grade Elective Data

ENCORE (STEM, MEDIA ARTS, GEN. MUSIC)

33 SECTIONS	< 24	24-30	> 30
	9 SECTIONS	15 SECTIONS	9 SECTIONS

PHY ED/HEALTH

10 SECTIONS	< 29	29-35	> 35
	5 SECTIONS	5 SECTIONS	0 SECTIONS

MUSIC (BAND/CHOIR)

8 SECTIONS	< 40	40-49	> 49
	0 SECTIONS	6 SECTIONS	2 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

2026-27 Seventh Grade Core Subject Data

LANGUAGE ARTS

11 SECTIONS	< 26	26-32	> 32
	5 SECTION	6 SECTIONS	0 SECTIONS

MATH

11 SECTIONS	< 26	26-32	> 32
	3 SECTIONS	8 SECTIONS	0 SECTIONS

SCIENCE

11 SECTIONS	< 26	26-32	> 32
	3 SECTIONS	8 SECTIONS	0 SECTIONS

SOCIAL STUDIES

11 SECTIONS	< 26	26-32	> 32
	4 SECTIONS	7 SECTIONS	0 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

2026-27 Seventh Grade Elective Data

ENCORE (STEM, FACS, INDUSTRIAL TECH, HEALTH)

38 SECTIONS	< 26	26-32	> 32
	8 SECTIONS	26 SECTIONS	4 SECTIONS

PHY ED

17 SECTIONS	< 29	29-35	> 35
	2 SECTIONS	13 SECTIONS	2 SECTIONS

MUSIC (BAND/CHOIR)

9 SECTIONS	< 40	40-49	> 49
	2 SECTION	5 SECTION	2 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

2026-27 Eighth Grade Core Subject Data

LANGUAGE ARTS

9 SECTIONS	< 26	26-32	> 32
	2 SECTIONS	5 SECTIONS	2 SECTIONS

MATH

9 SECTIONS	< 26	26-32	> 32
	1 SECTION	7 SECTIONS	1 SECTION

SCIENCE

9 SECTIONS	< 26	26-32	> 32
	1 SECTION	7 SECTIONS	1 SECTION

SOCIAL STUDIES

9 SECTIONS	< 26	26-32	> 32
	1 SECTION	8 SECTIONS	0 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

2026-27 Eighth Grade Elective Data

ENCORE (STEM, FACS, INDUSTRIAL TECH, HEALTH)

35 SECTIONS	< 26	26-32	> 32
	14 SECTIONS	14 SECTIONS	7 SECTIONS

PHY ED

17 SECTIONS	< 29	29-35	> 35
	2 SECTIONS	15 SECTIONS	0 SECTIONS

MUSIC (BAND/CHOIR)

7 SECTIONS	< 40	40-49	> 49
	3 SECTIONS	2 SECTIONS	2 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

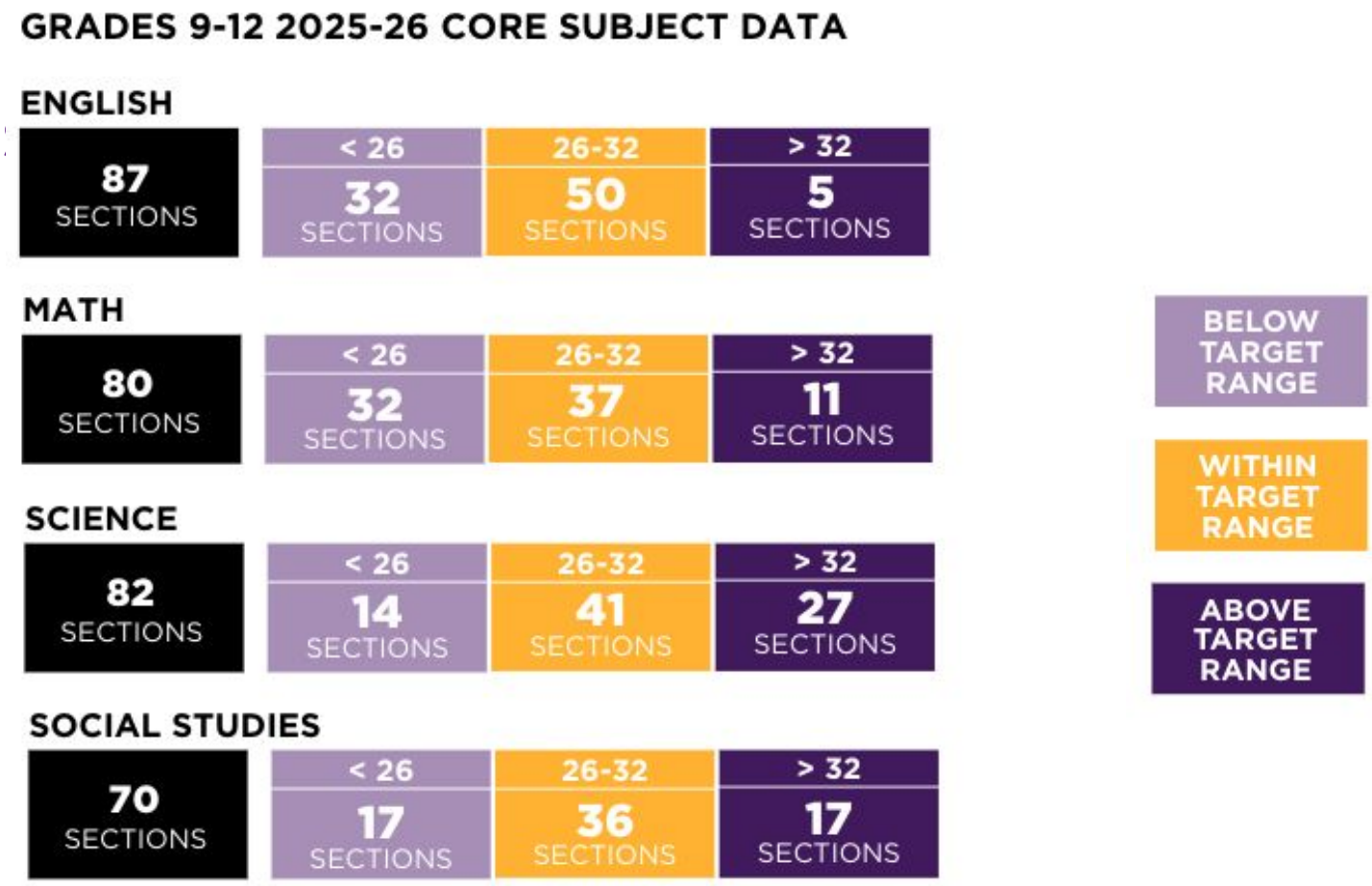
Middle School Four-Year Trend Data

Department Data

Department	23-24	24-25	25-26	26-27
Encore/Health	29.12	27.28	27.51	27.32
Language Arts	29.03	24.65	26.28	26.94
Mathematics	28.59	25.27	24.48	26.74
Music	48.32	48.47	47.60	*30.28
Phy Ed	31.27	30.25	28.42	28.31
Science	29.47	27.22	26.93	27.71
Social Studies	28.61	27.03	27.65	27.52

*Music reported differently due to additional class offering and FTE allocation

2026-27 High School Core Subject Data



2026-27 High School Elective Data

PHY ED/HEALTH

46 SECTIONS	< 29	29-35	> 35
	22 SECTIONS	21 SECTIONS	3 SECTIONS

MUSIC

30 SECTIONS	< 40	40-49	> 49
	27 SECTIONS	3 SECTIONS	0 SECTIONS

ADVANCED PLACEMENT/CIS

62 SECTIONS	< 26	26-32	> 32
	34 SECTIONS	26 SECTIONS	2 SECTIONS

ART

22 SECTIONS	< 26	26-32	> 32
	5 SECTIONS	13 SECTIONS	4 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

2026-27 High School Elective Data

GRADES 9-12 2025-26 ELECTIVE SUBJECT DATA

BUSINESS

20 SECTIONS	< 26	26-32	> 32
	8 SECTIONS	10 SECTIONS	2 SECTIONS

FACS

21 SECTIONS	< 26	26-32	> 32
	11 SECTIONS	10 SECTION	0 SECTIONS

CME (Construction, Manufacturing, Engineering)

25 SECTIONS	< 26	26-32	> 32
	11 SECTIONS	14 SECTIONS	0 SECTIONS

WORLD LANGUAGES

44 SECTIONS	< 26	26-32	> 32
	13 SECTIONS	19 SECTIONS	12 SECTIONS

BELOW TARGET RANGE

WITHIN TARGET RANGE

ABOVE TARGET RANGE

High School Four-Year Trend Data

Department Data

Department	23-24	24-25	25-26	26-27
Advanced Placement	26.22	27.20	26.60	24.32
Art	28.95	24.65	28.86	28.00
Business	30.30	30.59	29.70	25.92
CME	28.83	25.15	25.50	25.24
English	29.32	29.44	28.28	26.49
FACS	26.86	27.14	26.62	25.14
Mathematics	28.82	29.08	27.11	26.61
Music	31.54	29.70	30.07	28.53
PhyEd / Health	24.87	29.57	27.50	28.17
Science	29.66	29.71	29.84	29.61
Social Studies	30.47	28.58	29.12	28.60
World Languages	28.19	26.27	27.23	27.70

High School PSEO Four-Year Trend Data

PSEO Data:

PSEO Data:	22-23	23-24	24-25	25-26	26-27
Fall Reporting					
Part-Time Seat Count	98	145	179	178	**184**
Full-Time Seat Count	18	17	10	10	**8**
Total Fall Reporting Seat Count	116	162	189	188	**192**
EOY PSEO ADM	73.37	96.32	107.5		

2025-26 EOY PSEO ADM will be finalized in either December or January.

Questions?

8. **ACTION ITEMS**

8.A.	Certification of Final Levy for 2027 Taxes Payable	**Presenter:** Pam Carman, Director of Finance & Operations

WACONIA PUBLIC SCHOOLS • EXPLORE YOUR PASSIONS. CREATE YOUR SUCCESS.

MEMORANDUM

TO: Members of the School Board

FROM: Pam Carman, Director of Finance & Operations

DATE: November 30, 2026

SUBJECT: Certification of the Final Levy for 2027 Taxes Payable

---

As we approach the final stages of the levy certification process, I am requesting your approval to certify the final levy for 2027 taxes payable.

Proposed Preliminary Levy 2026 Payable 2027 for FY 28

Comparison of Actual Tax Levy Payable in 2026 to Proposed Levy Payable in 2027 for FY28

Fund Levy Category	Actual Levy Payable in 2026	Proposed Levy Payable in 2027	$ Change	% Change
	FY27	FY28	FY27 to Proposed FY28	FY27 to Proposed FY28
Adjusted Pupil Unit Original Assumption	4,107			
Adjusted Pupil Unit (EST) - Updated Estimate	4,126	4,030		
Adjusted Pupil Unit (PRE) - Preliminary Actual (2025-26)				
Adjusted Pupil Unit (ACT) - Final Actual (2024-25)				
General Fund (Fund 01)				
Operating Referendum	$ 7,756,577	$ 7,820,067	$ 63,490	0.8%
Local Optional	$ 2,973,583	$ 2,900,679	$ (72,904)	-2.5%
Equity	$ 361,687	$ 317,340	$ (44,347)	-12.3%
Operating Capital	$ 480,270	$ 516,747	$ 36,477	7.6%
Reemployment Insurance	$ 20,000	$ 33,000	$ 13,000	65.0%
Safe Schools	$ 147,848	$ 145,093	$ (2,755)	-1.9%
Safe Schools Intermediary	$ 12,896	$ 12,655	$ (241)	-1.9%
Career and Technical	$ 162,309	$ 170,924	$ 8,614	5.3%
Annual Other Post-Employment Benefits (OPEB)	$ 20,253	$ 20,000	$ (253)	-1.2%
Long-Term Facilities Maintenance (LTFM)	$ 675,820	$ 709,989	$ 34,169	5.1%
Intermediate Lease Limit	$ -	$ 31,585	$ 31,585	
Building/Land Lease	$ 644,363	$ 514,546	$ (129,817)	-20.1%
Adjustments and Abatements	$ (655,249)	$ (106,980)	$ 548,268	-83.7%
General Fund Total Levy	**$ 12,600,368**	**$ 13,085,646**	**$ 485,279**	**3.9%**
Community Service (Fund 04)				
Basic Community Education	$ 159,401	$ 170,934	$ 11,533	7.2%
Early Childhood Education	$ 90,248	$ 98,010	$ 7,762	8.6%
Home Visting	$ 4,434	$ 4,610	$ 176	4.0%
Adults with Disabilities	$ 2,548	$ 2,732	$ 184	7.2%
School-age Care	$ 60,000	$ 60,000	$ -	0.0%
Adjustments and Abatements	$ 22,511	$ (3,029)	$ (25,540)	-113.5%
Community Service Fund Total Levy	**$ 339,142**	**$ 333,258**	**$ (5,884)**	**-1.7%**
Debt Service Fund (Fund 07)				
Voter-Approved Debt Service	$ 7,416,577	$ 7,412,325	$ (4,252)	-0.1%
Non-Voter Approved Debt Service	$ 1,921,479	$ 1,925,322	$ 3,843	0.2%
Adjustments and Abatements	$ (464,748)	$ (682,604)	$ (217,856)	46.9%
Debt Service Fund Total Levy	**$ 8,873,308**	**$ 8,655,044**	**$ (218,264)**	**-2.5%**
Total Property Tax Levy All Funds	**$ 21,812,818**	**$ 22,073,948**	**$ 261,130**	**1.2%**

8.B. SitelogIQ Amendation #2	**Presenter:** Pam Carman, Director of Finance & Operations

MEMORANDUM

TO: ISD 110 School Board

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

DATE: November 30, 2026

SUBJECT: SitelogIQ - Professional Services Agreement Amendment #2

Purpose

The purpose of this memorandum is to request School Board approval of Amendment #2 to the Professional Services Agreement between Waconia Public Schools and SitelogIQ, Inc., to incorporate additional roofing and indoor air quality (IAQ) improvements at Waconia Middle School.

Background

On December 18, 2023, the District entered into a Professional Services Agreement with SitelogIQ for professional services associated with the District's facility improvement projects. These services include project development, architectural and engineering design, construction management, and system commissioning.

The original agreement established a lump sum professional services fee of $3,152,812.50, representing 18.75% of the original estimated total project cost of $16,815,000, inclusive of SitelogIQ's professional services fee.

On November 4, 2024, the District executed Amendment #1, which modified the original agreement to incorporate equipment pre-purchase authorization and related professional services. Amendment #1 did not modify the professional services fee.

AMENDMENT #2 – ADDITIONAL SCOPE OF WORK

Amendment #2 modifies Schedule B – Compensation for Services and Schedule C – Facility Improvement Measures of the original agreement to incorporate additional roofing and IAQ improvements at Waconia Middle School, including:

- Roof replacement of sections 1–3.
- Replacement of ten 1993 air handling units.

- Chiller replacement, including additional capacity to accommodate dehumidification of the gymnasium units.
- Replacement of gymnasium area air handling units, including additional dehumidification capabilities.
- Replacement of make-up air units 1–3.
- Replacement of rooftop unit RTU-1.

The additional improvements are included in the District's Long-Term Facilities Maintenance (LTFM) plan, with an estimated total project cost of $17,000,000, inclusive of professional services fees.

FINANCIAL IMPLICATIONS

The original Professional Services Agreement established a lump sum professional services fee of $3,152,812.50, representing 18.75% of the original estimated total project cost of $16,815,000.

The original project was completed at a total cost of $14,902,117, approximately $1.9 million below the original estimate. As a result, the effective professional services fee associated with the original project increased to 21.16% of actual project costs.

In negotiating Amendment #2, administration worked with SitelogIQ to account for the lower project costs associated with the original agreement and establish a professional services fee that more closely aligns with the original fee methodology across both phases of work.

The negotiated professional services fee for the additional $17 million Middle School roofing and IAQ project is $2,932,500, representing 17.25% of the estimated project cost.

The following table summarizes the cumulative financial impact of the original agreement and Amendment #2:

Description	Project #1 (Original Estimate)	Project #1 (Actual Cost)	Project #2 (Proposed Cost)	Combined #1 and #2 (Actual and Proposed)
Total Project Cost	$16,815,000	$14,902,117	$17,000,000	$31,902,117
SitelogIQ Professional Service Fees	$3,152,813	$3,152,813	$2,932,500	$6,085,313
Project costs excluding SitelogIQ fees	$13,662,187	$11,749,305	$14,067,500	$25,816,805
Fee % - Inclusive of fees	18.75%	21.16%	17.25%	19.08%
Fee % - exclusive of fees	23.08%	26.83%	20.85%	23.57%

The cumulative professional services fee of $6,085,312.50 represents approximately 19.08% of total project costs, compared with the original estimated fee percentage of 18.75%. This represents a difference of approximately 0.33 percentage points.

Additionally, throughout the original project, SitelogIQ accommodated approximately $500,000 in change orders without assessing additional professional services fees. This approach, together with the negotiated fee for Amendment #2, has helped the District manage professional services costs across both phases of the facility improvement program.

SitelogIQ also recommended that the District not accept the initial bids for the building controls portion of the project. SitelogIQ subsequently revised the bid specifications and requirements to encourage greater competition. The revised bidding process resulted in approximately $1.5 million in savings compared with the original bids.

For purposes of financial transparency, while the cumulative professional services fee represents 19.08% of total project costs, it represents 23.57% of project costs when SitelogIQ's professional services fees are excluded from the calculation.

The negotiated professional services fee for Amendment #2 reflects consideration of the District's overall project costs and the importance of managing project expenditures responsibly.

Approval of Amendment #2 will increase the total contractual commitment to SitelogIQ from $3,152,812.50 to $6,085,312.50.

RECOMMENDATION

Administration recommends that the School Board approve Amendment #2 to the Professional Services Agreement with SitelogIQ, Inc., in the amount of $2,932,500, increasing the total contractual commitment to $6,085,312.50, and authorizing administration to execute the amendment.

ATTACHMENTS:

SitelogIQ Professional Services Agreement – Amendment #2
SitelogIQ Professional Services Agreement – Amendment #1
SitelogIQ Professional Services Agreement - December 18, 2023

SitelogIQ.com
705 Main Street, Hopkins, MN 55343

Waconia Public School District

Professional Services Agreement

December 18, 2023

Contents

Professional Services Agreement 1

Articles 3

Article 1 – Services and Payments 3
Article 2 – Standards and Documents 6
Article 3 – The District's Responsibilities 7
Article 4 – Insurance 9
Article 5 – Environmental Condition of Site 10
Article 6 – Indemnification and Limitation of Liability 11
Article 7 – Default 12
Article 8 – Remedies Upon Default 12
Article 9 – Suspension and Termination 13
Article 10 – General Provisions 14

Schedules 17

Schedule A – Scope of Services 17
Schedule B – Compensation for Services 30
Schedule C – Facility Improvement Measures 32

Professional Services Agreement

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

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

Waconia Public School District	SitelogIQ, Inc.
Signature	Signature
Brian Gersich	Kevin Thueringer
Printed Name	Printed Name
Superintendent	Vice President
Title	Title
12-19-2023	12/20/2023
Date	Date

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Waconia Public School District	SitelogIQ, Inc.
Signature	Signature
Brian Gersich	
Printed Name	Printed Name
Superintendent	
Title	Title
12-19-2023	
Date	Date

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Article 1 – Services and Payments

Article 1.01 - Definitions

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

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

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

	pollution characteristics of the District's facilities and operations caused by implementing SitelogIQ's products or Services provided under this Agreement.
Equipment:	All machinery, tools, and apparatus, together with the necessary supplies for upkeep and maintenance, necessary for the proper construction and acceptable completion of the Work within its intended scope, including machinery or apparatus that is left on the Premises.
Long-Term Facilities Maintenance Plan:	A comprehensive overview of the systems that govern the District's facilities and the practices that ensure the long term operation of those facilities.
Materials:	Any substance specified for use in the performance of Work.
Premises:	District Office, 512 Industrial Boulevard, Waconia, MN 55387; Laketown Elementary, 960 Airport Road, Waconia, MN 55387; Waconia High School, 1650 Community Drive, Waconia, MN 55387; Waconia Middle School, 1400 Community Drive, Waconia, MN 55387; and any other location where Materials or Equipment may be stored or where the District directs Work or Services to be provided.
Program Construction Manager (PCM):	See Part C of Schedule A.
Program Manager:	The overall operational manager that oversees and coordinates all aspects of the design, engineering, construction administration, commissioning, acceptance of a Project, and the warranty correction period.
Project:	All of the repurposing, remodeling and/or expansion of the existing facilities and or grounds.
Project Services:	The Work to be completed on a Project.
Referendum:	Any vote by the general public on a single issue related to funding sources for a Project.
Schedules:	The documents labeled as "Schedule" and identified in this Agreement.
Services:	See Article 1.02 and Schedule A.
Subcontractor:	An individual, firm, or corporation contracting with the Contractor for and undertaking prosecution of a portion of the Contractor's Work on a Project arising out of this Agreement.

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

Article 1.02 - Scope of Services

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

Article 1.03 - Compensation for Services

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

Article 1.04 - Schedule for Rendering Services

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

(a) SitelogIQ shall complete its obligations within a reasonable time. Specific periods of time for rendering Services will be established upon execution of this Agreement and set forth with specific dates by which Services are to be completed and deemed to be reasonable.

(b) If, through no fault of SitelogIQ, such periods of time or dates are changed, or the orderly and continuous progress of SitelogIQ's Services is impaired, or SitelogIQ's Services are delayed or suspended, then the time for completion of SitelogIQ's Services, and the rates and amounts of SitelogIQ's compensation, shall be adjusted equitably.

(c) If the District authorizes changes in the scope, extent, or character of the Project, then the time for completion of SitelogIQ's Services, and the rates and amounts of SitelogIQ's compensation, shall be adjusted equitably.

(d) If SitelgoIQ fails to complete its Services pursuant to subpart (a) above through no fault of the District due to circumstances within SitelogIQ's control, SitelogIQ shall compensate the District or adjust SitelogIQ's fees upon a showing by the District that it has incurred additional costs thereby.

(e) The District shall make decisions and carry out its other responsibilities in a timely manner so as not to delay SitelogIQ's performance of Services.

(f) Notwithstanding, all Services must be completed within four (4) years of the signature of this Agreement, unless changed by a subsequent amendment.

Article 1.05 - Permits and Governmental Fees

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

Article 2 – Standards and Documents

Article 2.01 - Standards of Performance

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

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

Article 2.02 - Compliance with Law and Regulation

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

Article 2.03 - Documents and Supervision

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

Article 2.04 - Use of Documents

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

Article 2.05 - Electronic Documents

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

Article 3 – The District's Responsibilities

Article 3.01 - Provision of Information

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

Article 3.02 - Assistance and Information Regarding Other Services

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

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

Article 3.03 - Meetings

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

Article 3.04 - Representations and Warranties of District

The District hereby warrants and represents to SitelogIQ that:

(a) The District has provided SitelogIQ with all records heretofore requested by SitelogIQ, and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects, except as may be disclosed by District in writing attached to this Agreement;

(b) The District presently intends to continue to use, and agrees to use, for a period at least equal to the duration of this Agreement, the Premises in a manner similar to its present use, except as may have been disclosed by the District in writing and attached hereto and made a part thereof. If a material change in the use of any of the Premises occurs, in the operating conditions at the Premises or in the use of the District's Equipment at the Premises, an equitable adjustment shall be made;

(c) The District is a school district of the State of Minnesota, duly organized, existing, and operating under the constitution and laws of the State of Minnesota;

(d) The District shall provide SitelogIQ with any other documents reasonably requested to consummate this Agreement or any schedule or attachment hereto as reasonably required under this Agreement;

(e) No approval, consent or authorization is required from any governmental authority with respect to the execution, delivery, or performance of this Agreement, or if such approval, consent, or authorization is required, it has been obtained; and

(f) There are no suits, actions or proceedings threatened or pending against the District which would adversely affect the District's ability to perform its obligations under this Agreement.

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

Article 3.05 - Breach of Obligations

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

(a) Any failure by the District to pay amounts due more than sixty (60) days after receipt of the invoice;

(b) Any representation or warranty furnished by the District in this Agreement that is false or misleading in any material respect when made; or

(c) Any failure by the District to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the District demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, the District fails to begin to cure and proceed to completion thereof as quickly as is reasonable.

Article 4 – Insurance

Article 4.01 - Insurance

SitelogIQ and the District agree to the following insurance provisions:

(a) SitelogIQ shall procure and maintain the following insurance limits:

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

(b) The District shall also procure and maintain general liability, automobile, and worker's compensation insurance. The District shall cause SitelogIQ and SitelogIQ's Consultants to

be listed as additional insureds on any general liability or property insurance policies carried by the District which are applicable to the Project.

(c) The District shall require Contractors to purchase and maintain general liability and establish other insurance requirements and to cause SitelogIQ and SitelogIQ's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors for the Project.

(d) The District and SitelogIQ shall each deliver to the other evidence of the insurance coverages indicated above. Such evidence shall be furnished prior to commencement of SitelogIQ's Services and at renewals thereafter during the duration of the Agreement.

(e) All policies of property insurance relating to the Project shall contain provisions to the effect that SitelogIQ's and SitelogIQ's Consultants' interests are protected, shall include a builder's risk endorsement and will provide a waiver of subrogation so that in the event of payment of any loss or damage the insurers will have no rights of recovery against SitelogIQ or its Consultants, or any insureds or additional insureds thereunder.

(f) At any time, the District may request that SitelogIQ or its Consultants, at the District's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those currently required. If such additional insurance coverage is requested by the District and commercially available, SitelogIQ shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the District.

Article 5 – Environmental Condition of Site

Article 5.01 - Environmental Condition of Site

(a) The District has disclosed to SitelogIQ in writing the existence of all known and suspected asbestos, polychlorinated biphenyls (PCBs), petroleum, hazardous waste, radioactive material, mold, hazardous substances, and other Constituents of Concern located at or near the Premises, including type, quantity, and location (collectively referred to as "Constituents of Concern").

(b) The District represents to SitelogIQ that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to SitelogIQ, exist at the Premises.

(c) If SitelogIQ encounters an undisclosed Constituent of Concern, then SitelogIQ shall notify (1) the District and (2) appropriate governmental officials if SitelogIQ reasonably concludes that doing so is required by applicable laws or regulations.

(d) It is acknowledged by both parties that SitelogIQ's scope of Services does not include any Services related to Constituents of Concern. If SitelogIQ or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then SitelogIQ may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until the District: (1) retains appropriate specialist Consultant(s) or Contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Premises is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Premises of undisclosed Constituents of Concern adversely affects the performance of SitelogIQ's Services under this Agreement, then the SitelogIQ shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on thirty (30) days' notice.

(f) The District acknowledges that SitelogIQ is performing professional services for the District and that SitelogIQ is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of Constituents of Concern or hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (or corresponding Minnesota statutes), as amended, which are or may be encountered at or near the Premises in connection with SitelogIQ's activities under this Agreement.

(g) In furtherance of the foregoing the District agrees to release, indemnify, defend and hold harmless SitelogIQ, its directors, Consultants, Contractors, and officers, agents, assignees and employees of and from all costs, claims, damages and liability arising out of or relating to any Constituents of Concern, including any acts, negligence, or omissions of SitelogIQ or third parties relating thereto, or injury caused thereby, except only as such costs, claims, damages or liability directly result of any gross negligence or willful misconduct of SitelogIQ.

(h) Upon disposition of Constituents of Concern by the District, the District shall provide to SitelogIQ copies of all manifests or other evidence or confirmation of removal of such Constituents of Concern showing the District as the sole generator of such Constituents of Concern upon SitelogIQ's request for the same.

Article 6 – Indemnification and Limitation of Liability

Article 6.01 - Indemnification

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

Article 6.02 - Limits of Liability

(a) SitelogIQ's total liability to the District for damages or injury to persons or property that may be caused by or arise through performing any obligation under this Agreement shall be limited only to losses proximately caused by SitelogIQ's negligence and only to the extent of the compensation received by SitelogIQ under this Agreement. Neither party will be liable to the other for any indirect or consequential damages, whether in contract or tort, including negligence.

(b) NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY, NOR ITS OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE TO

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

Article 7 – Default

Article 7.01 - Default by the District

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

(a) Any failure by the District to pay SitelogIQ, or its assigns any sum due, within thirty (30) days after written notice by SitelogIQ to the District of any such failure.

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

Article 7.02 - Default by SitelogIQ

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

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

Article 8 – Remedies Upon Default

Article 8.01 - Remedies Upon Default by the District

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

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

Article 8.02 - Remedies Upon Default by SitelogIQ

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

Article 9 – Suspension and Termination

Article 9.01 - Suspension

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

Article 9.02 - Termination

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

Article 9.03 - Effective Date of Termination

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

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

Article 10 – General Provisions

Article 10.01 - Dispute Resolution

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

Article 10.02 - Conditions beyond Control of Parties

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

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

Article 10.03 - Notice and Changes of Address

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

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

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

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

Article 10.04 - Assignment

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

Article 10.05 – Environmental Credits and Tax Deductions

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

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

Article 10.06 - Applicable Law; Severability; Venue; Interpretation

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

Article 10.07 - No Waiver

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

Article 10.08 - Complete Agreement

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

Article 10.09 - Further Documents

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

Article 10.10 - Schedules

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

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

Schedule A – Scope of Services

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

Part A – Program Management Services

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

General Services

SitelogIQ shall:

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

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

Comprehensive Facility Management Planning

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

Pre-Construction Services

SitelogIQ shall:

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

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

Construction Services

SitelogIQ shall:

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

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

Post-Construction Services

SitelogIQ shall:

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

Part B – Architect/Design/Engineering Services

Assessment Phase

SitelogIQ shall:

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

Preliminary Design Phase

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

- **Design Development**
  - Revise the schematic design documents and any other deliverables in response to the District's comments, as appropriate, and furnish to the District revised development design phase documents and any other deliverables.

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

Final Design/Construction Document Phase

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

Bidding or Negotiating Phase

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

Part C – Construction Management Services

Construction Phase

General

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

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

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

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

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

- By recommending any payment, SitelogIQ shall not thereby be deemed to have represented that observations made by SitelogIQ to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to SitelogIQ in this Agreement and the Contract Documents. Neither SitelogIQ's review of Contractor's Work for the purposes of recommending payments nor SitelogIQ's recommendation of any payment, including final payment, will impose on SitelogIQ any responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with the laws and regulations of the State of Minnesota applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on SitelogIQ to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the Work in progress, materials, or Equipment has passed to the District free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the District and Contractor that might affect the amount that should be paid.

- *Contractor's Completion Documents.* Receive, review, and transmit to the District maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples, and other data approved and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the District and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of the District, SitelogIQ considers the Work substantially complete; SitelogIQ shall deliver a certificate of substantial completion to the District and Contractor. Providing a certificate of substantial completion to the District and Contractor does not make SitelogIQ responsible for any of Contractor's Work, including but not limited to Work that may possess a latent defect or defect unknown to SitelogIQ at the time the certificate of substantial completion is issued.
- *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Contractor's Work is acceptable so that SitelogIQ may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, SitelogIQ shall also provide a notice to Contractor and the District that the Work is acceptable to the best of SitelogIQ's knowledge, information, and belief and based on the extent of the Services provided by SitelogIQ under this Agreement. Providing final notice of acceptability of the Work does not make SitelogIQ responsible for any of Contractor's Work, including but not limited to Work completed by Subcontractors or Work that may

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

Duration of Construction Phase.

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

Limitation of Responsibilities.

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

Post-Construction Phase

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

Contingent or Optional Services

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

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

Part D – Commissioning Services

Commissioning Phase

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

Architect Review

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

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

HVAC Mechanical and Electrical Review

Document the District's mechanical and electrical system requirements.

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

- Include in the division 20-25 (HVAC mechanical designer) and division 26-28 (electrical designer) of the specification, the Contractor requirements for system inspections, as prepared by the System Inspector or attached as a supplemental document.

- Construction and Acceptance Phase.
  - Assist (along with the Contractors) in clarifying the operation and control of Equipment in areas where the specifications, control drawings, or Equipment documentation are not sufficient for writing detailed testing procedures.
  - Participate in the resolution of mechanical and electrical system deficiencies identified during the system inspection process.
  - Prepare and submit the division mechanical and electrical final record drawing documentation for inclusion in the O&M manuals.
  - Review and approve the O&M manuals.
- One Year Correction Period.
  - Coordinate resolution of design nonconformance and design deficiencies identified during the one year correction period.

System Inspector

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

The District's Role and Obligations

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

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

- Providing final approval for the successful completion of the system inspections.
- Withholding Contractor's retainage until all Work is complete and operates properly.

- One Year Correction Period.
  - Withholding adequate funds from the Contractors, architects, engineers, and System Inspectors until all system inspection activities have been successfully completed. Coordinate Contractor efforts to correct deficiencies in a timely manner.

Schedule B – Compensation for Services

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

Compensation for Services

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

General

The lump sum fee is $3,152,812.50[1] (three million, one hundred fifty-two thousand eight hundred twelve dollars and fifty cents) based upon the proposed Project scope of Work and estimated Project costs identified in Schedule C.

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

Basis for Payments

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

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

Progress Payments

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

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

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

Schedule C – Facility Improvement Measures

Waconia Public School District Phase 1

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

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

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

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

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

Professional Services Agreement Amendment #1

THIS AMENDENT to the Professional Services Agreement (hereafter "Amendment #1") is made and entered into as of insert month day, year between SitelogIQ, Inc., a Delaware corporation ("SitelogIQ"), having its principal offices at 80 South 8th Street, Suite 1850, Minneapolis, MN 55402 and Waconia Public School District ("District"), having its principal offices at 512 Industrial Boulevard, Waconia, MN 55387 for the purpose of providing certain Services as defined herein.

WHEREAS, the parties entered into a Professional Services Agreement on December 18, 2023; and

WHEREAS, the District and SitelogIQ agree to amend the Professional Services Agreement to incorporate the following Articles and Schedules which will constitute the changes to the original Professional Services Agreement and will be Amendment #1:

- Article 3.07 - Equipment Pre-Purchase Authorization
- Schedule A - Scope of Services

NOW THEREFORE, the District and SitelogIQ agree to the changes reflected in Amendment #1. Unless explicitly modified by this Amendment #1, all other terms and conditions of the above referenced Professional Services Agreement are incorporated herein by reference and remain in full force and effect.

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

SitelogIQ, Inc	Waconia Public School District
Matthew Helgerson	
Signature	Signature
Matthew Helgerson	Pamela S Carlson
Printed Name	Printed Name
Vice President of Business Development	Director of Finance + Operations
Title	Title
9/18/24	11-4-24
Date	Date

Article 3 - The District's Responsibilities

Article 3 is amended to include the below Article 3.07.

Article 3.07 – Equipment Pre-Purchase Authorization

The District authorizes SitelogIQ to prepare packages for bidding on Equipment which is anticipated for use in the Project. The District acknowledges that installation and material costs may increase due to supply chain delays for the Equipment which is being bid. The District agrees to proceed to issue requests for bids to secure Equipment for the following Equipment listed below:

- Waconia High School:
  - Chillers CH-1, CH-2
  - Air Handling Units AHU-1, 2, 3, 5, 6, 7, 8, 12 ,13, 14 ,16, 17 , 19, 20, 21, 22, 23, 23A, 24, 25, 37, 39
  - ABB Electrical Swithchgear
- Waconia District Office:
  - Packaged Roof Top Unit RTU-6
  - Air Cooled Condensing Unit ACCU-4
  - DX Coil ACCU-4

The District shall issue purchase orders to the selected equipment vendors within two (2) weeks of receiving the approved equipment bids. The District acknowledges that upon execution of a purchase order, it is anticipated that the District will be required to provide a down payment and subsequent progress payments. The District understands that the pre-purchased equipment may not be returned or refunded at a later date and cannot be removed from the Project if budget constraints are identified after the installation bids have been received and reviewed by the District and SitelogIQ.

Schedule A – Scope of Services

Schedule A is amended to include the below additions to Part E - Equipment Pre-Purchase Services.

Part E - Equipment Pre-Purchase Services

SitelogIQ will provide the District with engineering and architectural services to provide Equipment bid packages and/or selections to assist with utilizing a cooperative for pre-purchase of Equipment prior to issuance of the installation bid package. SitelogIQ will prepare an amended schedule to reflect the revisions to the procurement process. SitelogIQ will promptly advise the District if any condition is identified which is likely to affect the specifications for the Equipment to be installed as a part of the Project.

Professional Service Agreement Amendment #2

THIS PROFESSIONAL SERVICE AGREEMENT AMENDENT #2 ("Amendment #2") is made and entered into as of November 30, 2026 ("Effective Date") between SitelogIQ, Inc., a Delaware corporation, having its principal offices at 80 South 8th Street, Suite 1850, Minneapolis, MN 55402 ("SitelogIQ") and Waconia Public School District ("Owner"), having its principal offices at 512 Industrial Boulevard, Waconia, MN 55387.

WHEREAS, the parties entered into a Professional Service Agreement on December 18, 2023; and

WHEREAS, the parties entered into Amendment #1 to Professional Service Agreement on November 04, 2024; and

WHEREAS, the Owner and SitelogIQ agree to amend this Agreement pursuant to this Amendment #2;

NOW THEREFORE, the Owner and SitelogIQ agree to the changes reflected in Amendment #2 as provided below.

1. Schedule C of the Agreement is hereby amended to add the following additional scope of Work for the Project:
   - Roof replacement of sections 1-3
   - 1993 AHU replacements - chilled water (10)
   - Chiller replacement - added tonnage to account for dehumidification of the gym units
   - Gym area AHU replacements (adding dehumidification to 6 out of 7 units - 1A, 1B, 1C, 1D, 1E, 1F & AHU 6)
   - MAU 1-3 replacements
   - RTU-1 replacement

2. Schedule B of the Agreement is hereby amended to increase SitelogIQ's fee to $6,085,312.50 in consideration of this Additional Scope. This amended fee is based on additional fees in the amount of $2,932,500.00, generated specifically by this Amendment and new additional scope of work.

3. The Agreement, as amended by this Amendment #2, remains in full force and affect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Amendment #2, effective as of the Effective Date.

SitelogIQ, Inc.	Waconia Public School District
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

8.C. Donation and Construction of Batting Cages

Presenter: Paul Sparby, WHS Principal

WACONIA PUBLIC SCHOOLS • EXPLORE YOUR PASSIONS. CREATE YOUR SUCCESS.

MEMORANDUM

TO: ISD 110 Administration

FROM: Erik Olson/Bucky Mieras

DATE: 9/24/2024 (2-5-26)(8-29-26)

SUBJECT: Baseball Cages and Field Improvement Project

Purpose

We would like to complete a batting cage/bullpen project. The bullpen areas are becoming a safety hazard, and the batting cages are needed because there is not a functioning batting cage/bullpen on Fields A/B. This will provide a space for teams to practice and hit for baseball players of all ages in a safe and contained area. The mounds on Fields A and B have been updated, and we will continue to monitor the wear on the mounds.

History and/or Context

The school district built 2 fields when they did the renovation: one field with dugouts and no fence, and one field with no dugouts and a fence. There was also a batting cage/bullpen area built, and the net is the same width as the cage, so the net would get caught on the fence and rip. More importantly, it is a safety hazard to throw batting practice because the ball ricochets off of the fence and posts on most balls that are hit. The only functioning cages available to the public are at the softball field, as Lion's Field keeps their cages locked to the public. Currently, we have 2 updated batting cages at the varsity softball field for unlimited access to community members. New turf and side surround posts were added 2 years ago when the new press box and deck were added to the softball field. Our V and JV softball teams share these cages for practices and games, and our community and youth teams have unlimited opportunities to use the cages when we are not playing games. The baseball community has a higher number and a great need for batting cages.

Proposal Summary

We originally had the plan to install a double cage, and now we are looking to update, enhance, and improve the current cage areas, as they are not functional spaces. We would like to get poles/sleeves cemented into the ground and level the area with Class 5 and other products to have a well-draining cage that will have turf over the top. The turf in the cage will save the baseballs and create a safe space for teams and the community to use for hitting and pitching.

Data and Rationale

Currently, there are 18 metro baseball teams (roughly 216 players) that fight for space to practice from March to July. There is not a place for teams to hit in a cage. Also, there are 4 high school teams (roughly 60 + kids) who do not have an outdoor cage to hit in unless they are granted access to Lion's Field, which is challenging in the spring.

Measures of Success

Enhance 2 batting cages/bullpens to be used during the 2027 season. This space will be available for all WHS and Metro Baseball teams, plus access at all times for community members to hit and pitch. One important area with this is that the cages will save the field from wear, since now we have community members hitting on the 2 fields, and they are digging up batter's boxes and burning the grass on the infield where they throw. The cages will help to curb this and enhance the field conditions.

Potential Pitfalls

Waterlines could potentially have to be moved, and the batting cages might be difficult to access with a 1ton+ truck to drop materials. Any truck or equipment needed is best to have access in the fall since the ground is firm and will have less wear and tear on the outside field space. Another important piece to know: we might only need to cap sprinkler heads in the bullpens or just move these lines.

Proposal Cost Estimates

Batting Cage quotes:

GameOne

Beacon

Concrete Quotes: (Site prep; excavation; Spreading class 5 and agriime)

Batting Cage - Concrete bids

Bootlace: $15,900 (Each bid would also include the additional items listed below)

Kevin Menden: $16,350

Turf Quotes:

Beacon

Game One

On Deck: $3700

Project	**Company**	**Cost**
Batting Cage - 6 post (1 cage)	Game One	$14,758.54 (price includes shipping)
Concrete work (Site prep; excavation; electrical work; sprinkler head removal; spreading of agrilime and class 5; assist with turf install) **Bootlace quote**	Bootlace	$15,900
Class 5 gravel		$300
Turf	Beacon Athletics	$3468 (plus shipping est $700)
Hitting mat w/home plate	Beacon Athletics	$319.99 (plus shipping included above)

TOTAL		**$35,446.53 (this includes anticipated shipping costs of $700 for home plate and turf)**
Drainage/misc./contingency??	$2,000	$2000
Overall Costs		**$37,446.53 (include contingency)**

Funding: This will be done 100% by the boosters. So far, funds have been pledged to our boosters thanks to the generosity of:

- Kwik Trip Donation- $5,000
- Lion's Club Donation $7,500
- Legacy Donation- $8,000
- Fire Department - $5000

The booster club has funds earmarked for this project with additional funds available as needed. There would be no cost to the district to install the batting cage.

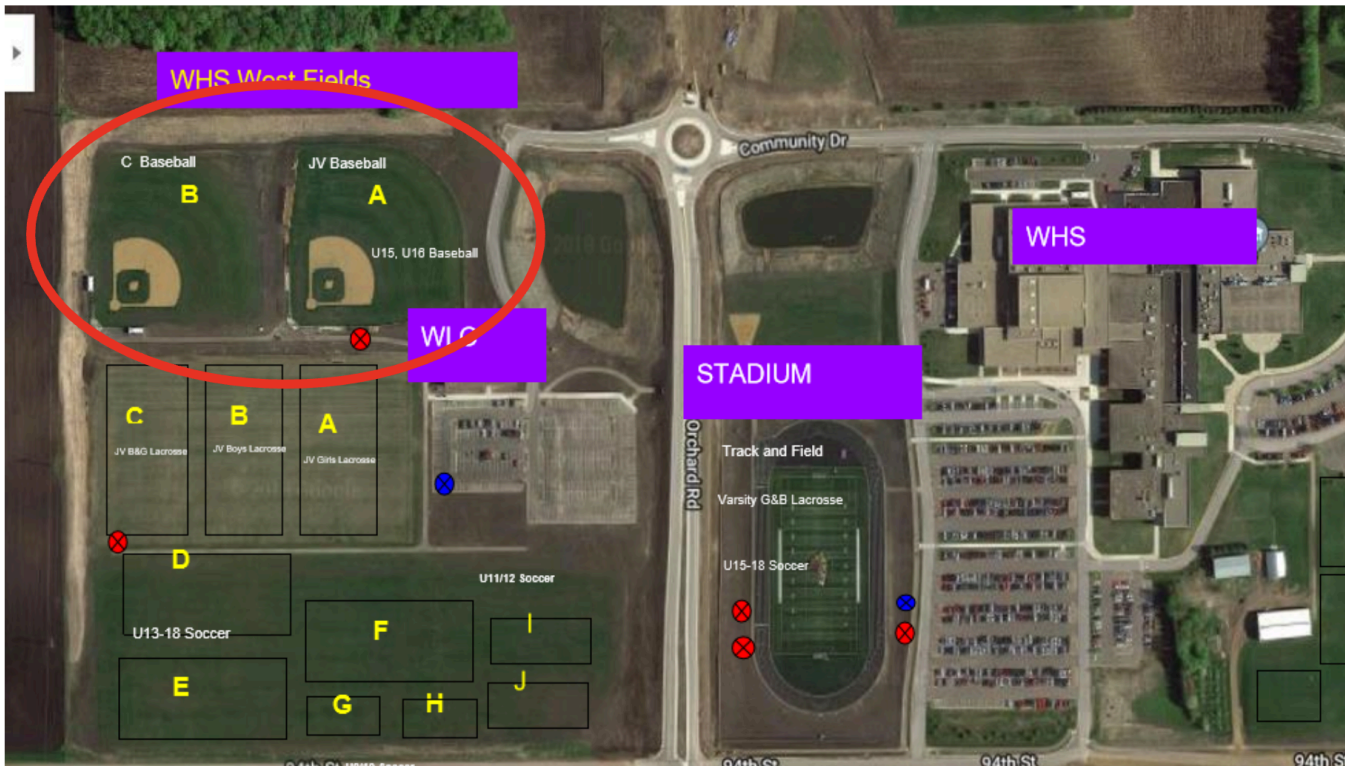
Timeline

We aim to begin installation this fall so the batting cages are ready for use in Spring 2027. Final quotes are included in the proposal above. Our goal is to order the materials and install the posts before the ground freezes, with the remainder of the project completed in the spring.








WHS West Fields
C Baseball
B
JV Baseball
A
U15, U16 Baseball
WHS
STADIUM
Community Dr
Orchard Rd
C
JV B&G Lacrosse
B
JV Boys Lacrosse
A
JV Girls Lacrosse
D
U13-18 Soccer
U11/12 Soccer
F
I
E
G
H
J
Track and Field
Varsity G&B Lacrosse
U15-18 Soccer
94th St

GAME ONE
www.game-one.com

QUOTE CONFIRMATION

QQ88548 116792 - Waconia Senior High School

70' TUFF-Frame Pro Hoist Cage

Bill To		Ship To		Quote Details	
Name	Waconia Senior High School	Name	Waconia Senior High School	Quote #	QQ88548
Address 1	1650 COMMUNITY DR	Attn	Erik Olson	Sales Rep	1094 - Jay Anderson
City, State	WACONIA, MN	Address 1	1650 COMMUNITY DR	Purchase Order	Olson
ZIP	55387-1157	City, State	WACONIA, MN	Terms	NET30
Country	US	ZIP	55387-1157	Quote Date	10/28/2026
		Country	US		
		Email	EOlson@isd110.org		

COMMENTS

TUFFframe PRO
Our professional-grade batting cages. All the features of the TUFFframe Elite, but enhanced with 6 massive 6-inch poles to support a larger 142 x 142 hitting area.

Jay Anderson
10/28/2026

TUFFframe PRO Batting Cage
%º Hoistable:
Our most heavy-duty cage with FuseLink protection. You get supersized versions of all of the unique features: winch tensioning system, no sides poles, and our proprietary Fuselink protection. Everything about this cage is bigger, and that really does make it better. An absolute stud of a batting cage.

ITEM	STYLE	COLOR	DESCRIPTION	WAREHOUSE	QTY	PRICE	TOTAL
	CBEACN	VARIANT 1	70' Hoist Cage	MF	1	-	**$13,649.00**
CBEACN V01 24			CBEACN 70' Hoist Cage		1	$13,649.00	$13,649.00

ORDER SUMMARY

Total Qty:	**1**
Sub Total:	**$13,649.00**
Tax:	**Exempt**
Freight:	**$1,109.54**
Total:	**$14,758.54**

Quoted prices reflect our wholesale, discounted prices for payment by cash, check, or net terms only. Quote does not include freight charges unless specified. Prices quoted are subject to change based on vendor pricing. Invoices paid for by credit card will incur a 3% convenience fee. Prices quoted may not include government-imposed tariffs for imported goods.Quote expires 14 days from quote date. THIS IS NOT A BILL. DO NOT PAY FROM THIS DOCUMENT.

BEACON ATHLETICS

visit our website at beaconathletics.com

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717

(800) 747-5985

Quote

Project Name:

Customer #	Order #	Quote Date	Project Mgr
00-B55387B	0398650	10/21/2026	

Sold To:	Ship To:
WACONIA PUBLIC SCHOOLS 512 INDUSTRIAL BLVD WACONIA, MN 55387 United States	1400 COMMUNITY DR WACONIA PUBLIC SCHOOLS WACONIA, MN 55387 United States

Customer P.O.	Ship Via	F.O.B.
	COMMERCIAL FRT	
SalesRep Name	**Entered By**	**Terms**
STEVEN SERBIAK	STEVEN SERBIAK	NET 30

Item Code	Description	Qty	Price	Amount
105-100-490	TF PRO HOIST 70-1 (SGL) TUFF-FRAME PRO 70' SINGLE HOISTABLE OUTDOOR BATTING CAGE SYSTEM MODEL #TFP70-1HST COMPLETE PACKAGE INCLUDES: - (6) 6-5/8" OD X 21' LONG BLACK PAINTED* STEEL POSTS WITH WELDED ATTACHMENTS - (3) SETS WINCHES WITH ALL TENSIONING/ANCHORING HARDWARE - (1) #36 KNOTTED NYLON 14’ H X 14’ W CAGE NET (INCLUDES SINGLE ENTRY FLAP ON END) - (1) 8’ X 12’ HEAVY-DUTY MESH NET PROTECTOR - (1) GROUND CABLE KIT *OPTIONAL POWDER-COAT FINISH ON POSTS AVAILABLE – ADDITIONAL CHARGES APPLY	1.00 EACH	14,331.45	14,331.45
110-618-039	PRO MODEL HITTING MAT 6'X12' GREEN W/ WHITE LINES INCLUDES THROW DOWN HOME PLATE	1.00 EACH	319.99	319.99
330-618-189	COLLEGIATE PITCHING MOUND WITH CLAY TURF DIMENSIONS: 9' L x 4' W x 10" H. 126 lb.	1.00 EACH	1,625.00	1,625.00
110-618-109	34 Oz POLY PADDED TURF 15' x 70'	1.00 EACH	3,468.00	3,468.00
			Net Amount:	$19,744.44
			Less Discount:	889.97
			Freight:	2,750.00
			Sales Tax:	$0.00
			TOTAL:	**$21,604.47**

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Our promise to our customers...

-Prompt response to your inquiries from knowledgeable and courteous staff
-Quality products that meet your demanding requirements
-Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise – or if we have exceeded your expectations.

John Maher, CEO

BootLace CONSTRUCTION

Ben Bauer
17046 Pueblo Blvd
Jordan, MN 55352
952 220.4749

Quote

Submitted on xx/xx/xx

Quote for
Waconia Schools
Tim Bisek

Payable to
Bootlace Construction

Invoice #
XXXX

Project

Due date
upon receipt

Description		Total price
Batting Cages	Tear out the old concrete and part of the fence. Drill and set 4-36" corner posts. Pour a 4" curb around the 76'x18' area. One of the 76' sides will be 3' wide and the rest will be 18" wide. The new concrete will be reinforced with rebar.	$9,000.00

Notes: Not responsible for concrete material malfunctions such as popping, shaling, or cracking. This is due to our unpredictable winters and the products used on roads today. All underground utilites should be marked or moved by the home owner. I will not be responsible for anything that is hit during the digging process. I recommend that all exterior concrete be resealed periodically. Additional charges for small loads, winter fees, pump trucks, and hauling in or out fill may apply.

Subtotal **$9,000.00**

Total **$9,000.00**

Thank you for your business!

Kevin Menden
18785 Naylor Ave
Jordan, MN 55352

Invoice

INVOICE NO.

INVOICE DATE

CUSTOMER ORDER NUMBER

SOLD TO:	SHIP TO:
Waconia Schools	

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.

QTY ORDERED	QTY SHIPPED	DESCRIPTION	UNIT	AMOUNT
Batting	Cages	Remove existing curb and section of fence. Pour a 18'x36' curb 18" wide. one 76' section 36" wide. Drill and Pour 4 footings for Posts. 3' diameter		$10,000
		Concrete will be 4" thick with rebar		

GAME ONE
www.game-one.com

QUOTE CONFIRMATION

QQ95425 116792 - Waconia Senior High School

Batting Cage Turf and Mat

Bill To		Ship To		Quote Details	
Name	Waconia Senior High School	Name	Waconia Senior High School	Quote #	QQ95425
Address 1	1650 COMMUNITY DR	Attn	Erik Olson	Sales Rep	1094 - Jay Anderson
City, State	WACONIA, MN	Address 1	1650 COMMUNITY DR	Purchase Order	Olson
ZIP	55387-1157	City, State	WACONIA, MN	Terms	NET30
Country	US	ZIP	55387-1157	Quote Date	11/11/2026
		Country	US		
		Email	EOlson@isd110.org		

COMMENTS

BTM612
Pro Baseball Turf Home Plate Mat - 6'x12'
Choice of Green or Clay

BTPL3575
24 oz. Standard Turf with 5MM Foam Back
green
15' W x 70' L

Jay Anderson
11/11/2026

ITEM	STYLE	COLOR	DESCRIPTION	WAREHOUSE	QTY	PRICE	TOTAL
	BTM612	NO COLOR	Trigon Sports TURF HOME PLATE MAT - 6'X12'	MF	1	-	**$645.00**
BTM612			Trigon Sports BTM612 NO COLOR NS		1	$645.00	$645.00

ITEM	STYLE	COLOR	DESCRIPTION	WAREHOUSE	QTY	PRICE	TOTAL
	CTRGON	VARIANT 1	BTPL3575 Turf	MF	1	-	**$5,500.00**
CTRGON-V01-24			CTRGON BTPL3575 Turf		1	$5,500.00	$5,500.00

ORDER SUMMARY

Total Qty:	**2**
Sub Total:	**$6,145.00**
Tax:	**Exempt**
Freight:	**$611.42**
Total:	**$6,756.42**

Quoted prices reflect our wholesale, discounted prices for payment by cash, check, or net terms only. Quote does not include freight charges unless specified. Prices quoted are subject to change based on vendor pricing. Invoices paid for by credit card will incur a 3% convenience fee. Prices quoted may not include government-imposed tariffs for imported goods.Quote expires 14 days from quote date. THIS IS NOT A BILL. DO NOT PAY FROM THIS DOCUMENT.

8.D. Second Read Board Policies

8.D.1. 624 Online Instruction

Presenter: Erika Nesvig, Director of Educational Services

624 ONLINE INSTRUCTION

[Note: In 2023, the Minnesota Legislature repealed the Online Learning Option Act (Minnesota Statutes, section 124D.095) and replaced it with the Online Instruction Act (Minnesota Statutes, section 124D.094). This policy fully replaces the old Model Policy 624].

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

A. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.

B. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

A. "Blended instruction" means a form of digital instruction that occurs when a student learns part-time in a supervised physical setting and part-time through online instruction under paragraph ~~(~~E~~)~~. below.

B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.

C. "Enrolling district" means the school district in which a student is enrolled under Minnesota Statutes, section 120A.05 subdivision 8, or chapter 124E.

D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph ~~(~~I~~)~~; course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph ~~(~~C~~)~~. above; and supports available to the student.

E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.

F. "Online instructional site" means a site that offers courses using online instruction under paragraph ~~(~~E~~)~~ and may enroll students receiving online instruction under paragraph ~~(~~E~~)~~. above.

G. "Online teacher" means an employee of the enrolling district under paragraph ~~(~~C~~)~~. above or the supplemental online course provider under paragraph ~~(~~J~~)~~ who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online

instruction under paragraph ~~(~~E~~)~~. above.

H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.

I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph ~~(~~C~~)~~. above.

J. "Supplemental online course provider" means a school district, an intermediate school district, a state-operated school, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph ~~(~~I~~)~~. above.

IV. DIGITAL INSTRUCTION

A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.

B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.

C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.

D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.

E. Digital instruction shall be accessible to students under section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.

F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.

G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.2~~1~~2.

V. SUPPLEMENTAL ONLINE COURSES

A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.

B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:

1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;

2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load;

3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit; and

4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

[NOTE: The 2024 Minnesota legislature added this provision.]

C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.

D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:

1. use an application form specified by MDE;

2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;

3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;

4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and

5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.

E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and

rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.

F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.

G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.

B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.

C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:

1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and

2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.

D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.

E. An enrolling district must appoint an online learning liaison who:

1. provides information to students and families about supplemental online courses;

2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and

3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.

F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.

G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.

H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.

I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

LEGAL REFERENCES:
~~Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)~~
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 124D.03 (Enrollment Options Act)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

CROSS REFERENCES:
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

Policy Adopted: October 2023
Revised: October 2024, October 2025
Independent School District 110
Waconia, MN 55387

8.D.2. 402 Disability Nondiscrimination

402 DISABILITY NONDISCRIMINATION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact Jeni Super, Human Resources Director, Waconia Public Schools 512 Industrial Blvd, Waconia, MN 55387 or email: jsuper@isd110.org or call (952) 442-0600. This individual is the school district's appointed ADA/Section 504 coordinator.

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

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance34 C.F.R. Part 104 Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance

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

Policy Adopted: May 1998
Amended: February 2002/ March 2008 / May 2010 / December 2017 / December 2019/March 2023/April 2026
Independent School District No. 110
Waconia, MN

8.D.3. 507.5 School Resource Officer **Presenter:** Superintendent Gersich

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 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 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 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.

VI. DUTY TO IDENTIFY

A. A law enforcement officer must identify the law enforcement agency or other entity employing the individual, the individual's last name, and the individual's identification number if the individual is:

1. licensed by the Board of Peace Officer Standards and Training; or

2. an officer employed by a federally recognized Tribe, as defined in 25 United States Code, section 450b(e).

B. A law enforcement officer satisfies the requirements of Paragraph A. above if:

1. the officer wears a uniform that clearly identifies the law enforcement agency or other entity employing the officer and displays any combination of a badge,

nameplate, identification patch, or other label that clearly identifies the officer's last name and identification number;

2. the officer wears body armor or a protective suit for the purposes of crowd control or participation as a member of a special weapons and tactics team, and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the law enforcement agency or other entity employing the officer and the officer's identification number; or

3. upon request, the officer states the required information or provides a card that includes the required information.

VII. USE OF CHEMICAL IRRITANTS

The school district must provide information about the use of any chemical irritant, smoke screen, or diversionary device deployed within a building as required under Minnesota Statutes, section 626.745.

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

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

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

Policy Adopted: July 2024
Revised: January 2026

Independent School District 110
Waconia, MN

8.D.4.	521 Student Disability Nondiscrimination		**Presenter:** Superintendent Gersich

521 STUDENT DISABILITY NONDISCRIMINATION

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

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment; or

3. is regarded as having such an impairment.

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

[NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363A.03, subdivision 12]

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

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

III. COORDINATOR

Persons who have questions or comments should contact the Director of Special Education, District Office 512 Industrial Blvd, Waconia, MN 55387, or call (952) 442-0600. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Policy Adopted: July 2003 / December 19, 2005 / May 2010 / January 2013 / revised June 2023 / revised October 2024
Independent School District #110
Waconia, MN

8.D.5. 425 Staff Development and Mentoring **Presenter:** Erika Nesvig, Director of Educational Services

425 STAFF DEVELOPMENT AND MENTORING

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

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board directs the superintendent or designee to establish an Advisory Staff Development Committee to develop a District Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the District Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, and administrators.

B. The school board directs the superintendent or designee to approve the guidelines for member representation of the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be established by building administration based on site and staff needs.

2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The District Staff Development Plan must contain the following elements:

1. Goals and desired outcomes that are aligned with the district's strategic plan;

[Note: The board-determined education outcomes for your district could be inserted here.]

2. The means to achieve the goals and desired outcomes;

3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;

b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;

c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;

e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;

f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and

g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;

b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;

c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;

d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and

e. Reinforce national and state standards of effective teaching practice.

6. Staff development activities must:

a. Focus on the school classroom and research-based strategies that improve student learning;

b. Provide opportunities for teachers to practice and improve the teacher's instructional skills over time;

c. Provide opportunities for teachers to use student data as part of the teacher's daily work to increase student achievement;

d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

e. Align with state and local academic standards;

f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;

g. Align with the plan, if any, of the district or site for an alternative

teacher professional pay system;

h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and

i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.

7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.

8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

[Note: To the extent, the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes section 122A.40, Subdivisions 7 and 7a, or Minnesota Statutes section 122A.41, Subdivisions 4 and 4a, such additional days of staff development should include peer mentoring, peer gathering, continuing education, professional development, or other training which enable teachers to achieve the staff development outcomes enumerated above in Section III.B.4.]

B. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the District Staff Development Plan.

C. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board annually[1*] the extent to which staff at the site have met the outcomes of the Staff Development Plan.

D. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes sections 122A.40, subdivision 8 or 122A.41, subdivision 5.

E. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

1

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan biannually or as requested.

B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.

C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and educational support professionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.

C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes section 122A.61.

D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds or funds available under Minnesota Statutes sections 124D.861, may include:

1. additional stipends as incentives to mentors who are of color or who are American Indian;

2. financial supports for professional learning community affinity groups across

schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;

3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or

~~4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.~~

4. for teachers of color and American Indian teachers, graduate courses toward a first master's degree in a field related to their licensure or toward an additional license.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

A. On a yearly[2*] basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on an annual basis.

C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. EDUCATIONAL SUPPORT PROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all educational support professionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.

2

B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.

C. For educational support professionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for educational support professionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.

D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

E. For the 2024-2025 school year only, a school may reduce the hours of training required in paragraphs (b) to (e) to a minimum of six hours and must pay for educational support professional test materials and testing fees for any educational support professional employed by the school district during the 2023-2024 school year who has not successfully completed the educational support professional assessment or met the requirements of the educational support professional competency grid.

[NOTE: The 2024 Minnesota legislature added these provisions, Paragraph E is in effect for the 2024-2025 school year only]

VIII. REPORTING

A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's comprehensive achievement and civic readiness report.

1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

2. The report will provide a breakdown of expenditures for:

   a. Curriculum development and curriculum training programs;

   b. Staff development training models, workshops, and conferences; and

   c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

   The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

3. The report will be signed by the superintendent and staff development chair.

B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187 (Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7, 7a, and 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4, 4a, and 5 (Teacher Tenure Act; Cities of the First Class; Definition)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.60 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References: None.

Policy Adopted: May 12, 2008
Revised: June 2011, August 2015, February 2020, March 2023, September 2023, January 2025
Independent School District No. 110
Waconia, MN

8.D.6.	613 Graduation Requirements	**Presenter:** Erika Nesvig, Director of Educational 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 Statues, 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~~C. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

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

IV. DISTRICT ASSESSMENT COORDINATOR

The superintendent or designee shall name the District Assessment Coordinator and~~. Said person~~ shall be in charge of all test procedures and shall bring recommendations to the school board ~~annually~~ as needed 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 Minnesota Statutes, section 120B.307, subdivision 4,

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

2. Consistent with this paragraph and Minnesota Statutes section 120B.125 age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student under Subparagraph V.A.1. above must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

2. Consistent with Minnesota Statutes, sections 120B.13, 120B.30, 124D.09, 124D.091, 124F.08, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.

3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

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

VI. GRADUATION CREDIT REQUIREMENTS

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

A. Credit Requirements

1. 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;

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 Equivalencies

1. A credit of economics taught in a school's business department may fulfill credit in social studies under Paragraph 4., above, if the credit is sufficient to satisfy all of the academic standards in economics.

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

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2 or Paragraph A.5, above.

4. A computer science credit may fulfill a mathematics credit requirement under Paragraph 2., above, if the credit meets state academic standards in mathematics.

5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2, or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.

6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: 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.

[NOTE:* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs].

C. All students must satisfactorily complete the following required Academic Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are

inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

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

A. All course or standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

IX. HIGH SCHOOL DIPLOMA FOR VETERANS

A. Diploma

The school district must, upon a request under Paragraph B. below issue a high school diploma to a veteran as defined in Minnesota Statutes, section 197.447 who was unable to complete their high school education for reasons related or unrelated to their military service, and who served:

1. during the Korean Conflict; or

2. during the Vietnam War.

B. Request

A veteran may request a diploma on their own behalf, or a family member may make a posthumous request on behalf of a deceased veteran or service member. The high school diploma is awarded based on the veteran's knowledge and experience gained while in service, or the veteran's other relevant lived experience. The school district may require the veteran or veteran's requestor to provide evidence that the veteran was a Minnesota public school student or is a current Minnesota resident.

C. No Report Required

The school district is not required to report on diplomas issued under Minnesota Statutes, section 127A.135.

D. Assistance

The Minnesota Department of Veteran's Affairs and county veteran service officers may provide assistance to district fulfilling diploma requests, including but not limited to verification of discharge paperwork.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.13 (Advanced Placement and International Baccalaureate Programs)
Minn. Stat. § 120B.251 (Ethnic Studies Requirements)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.091 (Concurrent Enrollment Program Aid)
Minn. Stat. § 124F.08 (Education and Employment Transitions Partnerships)
Minn. Stat. § 127A.135 (High School Diploma for Veterans)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.0750 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0955 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1350 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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

Resources:
Minnesota House of Representatives: Minnesota's Graduation Requirements (November 2025) (accessed 01/29/26)

Policy Adopted: July 2012
Revised: Jan. 2016, March 2023, September 2023, November 2024, April 2025, August 2025, December 2025, June 2026
Independent School District No. 110
Waconia MN

8.D.7. 524 Internet and Technology Acceptable Use and Safety Policy	**Presenter:** Tim Koschinska, Director of Technology

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement.

Staff may use the district system for limited personal use provided there is no additional cost to the district and use shall not cause disruption or loss of productivity and avoids distraction or interference with other staff or students

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

11. Users will not access, download, or use a school district website, application, software, program, or other service (1) to nudify an image or video; or (2) nudify an image or video on behalf of a user.

a. "Identifiable individual" means a person that is identifiable:

(1) from the image itself, by the person depicted in the image, or by another person; or

(2) from personal information displayed in connection with the image.

b. "Intimate part" has the meaning given in Minnesota Statutes, section 609.341, subdivision 5.

c. "Nudify" or "nudified" means the process by which:

(1) an image or video is altered or generated to depict an intimate part not depicted in an original unaltered image or video of an identifiable individual; and

(2) the altered or generated image or video is so realistic that a reasonable person would believe that the intimate part belongs to the identifiable individual.

B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

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)
Minn. Stat. § 325E.91 (Prohibition on Nudification Technology)
Minn. Stat. § 609.341, Subd. 5 (Definitions)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 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)
Policy 524.5 (Personal Electronic Communication Devices)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 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

8.D.8.	621 Literacy and the Read Act	**Presenter:** Erika Nesvig, Director of Educational Services

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 (1) district, jointly by two (2) or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

F. "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~~ and "receptive language," includes speaking and listening, and consists of five (5) components: phonology, morphology, syntax, semantics, and pragmatics. Oral language also includes sign language, in which speaking and listening skills are defined as expressive and receptive skills, and consists of phonology, including sign language phonological awareness, morphology, syntax, semantics, and pragmatics.

H. "Parent" means a student's parent or legal guardian.

I. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.

J. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.

K. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.

L. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.

M. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the

provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.

N. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

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

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six (6) weeks of the school year, by February 15 each year, and again within the last six (6) weeks of the school year. A district must provide vendor-approved screening accommodations to students with documented accommodation plans.

A district must administer an approved reading screener to students in grades 4 and above who are not reading at grade level at least once per year until the student reaches grade-level proficiency. The screener must be one of the screening tools approved by 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 expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. ~~For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.~~

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;

2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;

4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and

5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and

progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.

F. An English language learner must be screened for characteristics of dyslexia according to the vendor's assessment guidelines.

G. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;

2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.

B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota

Statutes, section 120B.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:

1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;

3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;

6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;

7. a statement of whether the school district has adopted an MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:

    a. students in kindergarten through grade 3;

    b. students who demonstrate characteristics of dyslexia; and

    c. students in grades 4 to 12 who are identified as not reading at grade level.

9. the number of teachers and other staff that have completed training approved by the department.

10. the number of teachers and other staff proposed for training in structured literacy;

11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;

12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98;

13. beginning on December 31, 2025, for a district with a dual language immersion program:

    a. the program's partner language;

    b. grade levels included in the program;

    c. the language used to screen students' foundational reading skills;

    d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level~~.~~ and

14. beginning with the 2026-2027 school year, a description of how schools in the district will use the school library media center to complement students' foundational reading skills.

B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.

C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statues, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;

2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;

3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;

4. curriculum directors;

5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;

6. employees who select literacy instructional materials for a district; and

7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;

2. teachers who provide instruction to students in a state-approved alternative program; and

3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or
2. a training program that MDE has determined meets the professional development requirements under the Read Act.

E. Beginning July 1, 2027, an educator required to receive training under Minnesota Statutes, section 120B.23, subdivision 5, paragraph (a), who is new to the state of Minnesota or is a newly licensed teacher who did not receive instruction in the teaching of foundational reading skills based on structured literacy, must complete one (1) of the approved required trainings. Training must be offered through the regional literacy network and facilitated by a local certified trained facilitator. MDE must review district literacy lead waiver requests and grant waivers to educators new to the state or educators who provide reading instruction exclusively using alternatives to sound-based approaches, and who have completed the professional development requirements consistent with this subdivision.

F. For the 2024-2025, 2025-2026, and 2026-2027 school years only, the hours of instruction requirement under Minnesota Statutes, section 120A.41 for students in elementary and secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9 and 13, is reduced by 5-1/2 hours for a district that enters into an agreement with the exclusive representative of the teachers that requires teachers to receive at least 5-1/2 hours of approved evidence-based training required under this subdivision, on a day when other students in the district receive instruction.

The hours of instruction reduction for secondary school students is applicable only for the 2025-2026 and 2026-2027 school years.

G. An educator who was first enrolled in an elementary, special education, or early childhood education Minnesota-approved teacher preparation program on or after June 1, 2026, does not need to receive additional training according to Minnesota Statutes, section 120B.123, subdivision 5, paragraph (a).

H. All professional development and digital curriculum resources must comply with the accessibility standards developed according to Minnesota Statutes, section 16E.03, subdivision 9. Professional development provided in accordance with the Read Act is subject to the requirements of Minnesota Statues, section 363A.43.

IX. STAFF DEVELOPMENT

A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

B. The school district shall use the data under Article V. above to identify the staff development needs so that:

1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.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 academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.

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

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 124D.98 to enact these changes.]

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)

Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)
Minn. Stat. § 363A.43 (Continuing Education; Accessibility)

Cross References: None

Policy Adopted: October 2023/ revised June 2025 / revised October 2025 / revised January 2026
Independent School District 110
Waconia, MN

8.D.9. 423 Employee Student Relationships

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding, and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.

B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.

C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.

D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.

E. Other actions that violate this policy include, but are not limited to, the following:

1. Dating students.

2. Having any interaction/activity of a sexual nature with a student.

3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.

4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.

5. Grooming as prohibited under Minnesota Statutes, section 609.352.

F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

~~***[Note: Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a student take place in rooms with windows and/or others nearby.]***~~

G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.

H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with the school district's ~~MSBA/MASA Model Policy 103 (~~Complaints – Students, Employees, Parents, Other Persons policy~~)~~ unless other specific complaint procedures are provided within any other policy of the school district.

B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Legal References:
Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
Minn. Stat. § 122A.20, Subd. 2 (Suspension or Revocation of Licenses)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Employment; Contracts; Termination)
Minn. Stat. §§ 609.341-609.352 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

Cross References:
MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
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 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment)

Policy Adopted: May 12, 2008
Revised: April 2009, June 2011, Oct. 2016, December 2018, December 2019, April 2023
Independent School District No. 110
Waconia, MN

8.D.10.	709	Student Transportation Safety	**Presenter:** Pam Carman, Director of Finance and Operations

709 STUDENT TRANSPORTATION SAFETY POLICY

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

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus

safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

8. The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required

a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; and

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques.

(3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

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

2. Instruction

a. The school district may provide active transportation safety training through distance learning.

b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time.

The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the school bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

1st offense – warning
2nd offense – 3 school-day suspension from riding the bus
3rd offense – 5 school-day suspension from riding the bus
4th offense – 10 school-day suspension from riding the bus/meeting with parent
Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning
2nd offense – 5 school-day suspension from riding the bus
3rd offense – 10 school-day suspension from riding the bus
4th offense – 20 school-day suspension from riding the bus/meeting with parent
5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or

in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Paragraphs VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Paragraph VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's

license or without having a commercial driver's license in the driver's possession.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Subparagraph VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall

retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Subparagraph VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Model School Bus Driver Training Program.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[Note: A school district is not required to comply with Subparagraph VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic.

   For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. § 169.011, Subd. 71:

   "School bus" means a motor vehicle used to: (1) transport pupils to or from a school defined in Minnesota Statutes, section 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district; or (2) provide training on the operation of the school, school district, or a person under agreement with the school or school district.

   A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in Minnesota Statutes,

section 174.22, subdivision 7, or a vehicle otherwise qualifying as a type III vehicle under Minnesota Statutes, section 169.11, subdivision 71, paragraph (h), when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or nonregular transportation.

In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into

neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

a. Fire extinguisher

A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

b. ~~First aid kit and~~ Bb~~o~~dy fluids cleanup kit

A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. ~~They~~ The kit must be contained in a removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate ~~their~~ the kit's identity. ~~and location.~~

c. First Aid Kit

A first aid kit meeting the requirements as defined in the current version of the National School Transportation Specifications and Procedures (NSTSP) must be provided in vehicles model year 2027 and newer. All other vehicles may contain a minimum of a ten-unit first aid kit, as specified in Minnesota Rules 1993, part 3520.5120, or a first aid kit meeting the requirements of the NSTSP. After January 1, 2030, all type III vehicles must be equipped wit a first aid kit meeting the requirements of the NSTSP.

d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled

transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statute section 122A.18, subdivision 8, or Minnesota Statute section 123B.03 for school district employees; Minnesota Statute section 144.057 or Minnesota Statute Chapter 245C for day care employees; or Minnesota Statute section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statute section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statute section

181.951, subdivision 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statute section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statute section 609.02, of violating Minnesota Statute section 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statute sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statute section 609.02, of a moving offense in violation of Minnesota Statute Chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statute section 123B.90, subdivision 2 (see Paragraph above.)

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statute section 169.451.

3. An employee of the school district who is not employed for the sole

purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

   a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

   b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

   c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

   d. The operator has submitted to a background check and physical examination as required by Minnesota Statute section 171.321, subdivision 2.

   e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statute section 171.02, subdivisions 2a(h) - 2a(j).

   f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

   g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of

inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Model School Bus Driver Training Program. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of a disability. The information shall state:

1. the student's name and address;

2. the nature of the student's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)

Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. §181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minnesota Rules 1993, part 3520.5120
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources: Minnesota Department of Public Safety; School Bus Resources (accessed 10/12/25)
National Highway Traffic Safety Administration: Guideline for the Safe Transportation of Pre-School Age Children in School Buses (Feb. 1999) (accessed 10/12/25)

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Independent School District 110
Waconia, MN

8.D.11. 722 Public Data Requests

Presenter: Pam Carman, Director of Finance and Operations

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy

is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

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

1. A request for public data must include the following information:

    a. Date the request is made;

    b. A clear description of the data requested;

    c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

    d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

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

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

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

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

    a. The requested data does not exist; or

    b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

        (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

        (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

    c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

~~**[NOTE: The 2025 Minnesota legislature enacted Paragraph C.]**~~

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA ~~BY~~ ABOUT AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the

administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within thirty (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Department of Administration ("Commissioner") shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the Commissioner's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

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

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. <u>Public Data</u>

1. The school district will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty five (25) cents for a one-sided copy or 50 cents for a two-sided copy.

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

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

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

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

B. Summary Data

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

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

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

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

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

   The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

   The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Safe at Home Participants and Data Privacy

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual:

B. provide services to an individual on different terms or with different requirements than an individual who is not a program participant: or

C. otherwise discriminate against an individual

X. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Dr. Brian Gersich, Superintendent
Educational Services Center
512 Industrial Blvd
Waconia, MN 55387
(952) 442-0600 bgersich@isd110.org

Data Practices Compliance Official:
Pam Carman, Director of Finance and Operations
Educational Services Center
512 Industrial Blvd
Waconia, MN 55387
(952) 442-0600 pcarman@isd110.org

Data Practices Designee(s):

Type of Data Requested	Name	Position	Email Address	Telephone Number
Public Personnel Data	Jeni Super	Director of Human Resources	jsuper@isd110.org	952-442-0600
Public Financial Data	Pam Carman	Director of Finance and Operations	pcarman@isd110.org	952-442-0600

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources:
MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

Policy adopted: Nov 2020
Revised: December 2022, July 2024, March 2026
Independent School District No. 110

Waconia, MN 55387

9. **DISCUSSION ITEMS**	
9.A. First Read Board Policies	
9.A.1. 208 Development, Adoption and Implementation of Policies	**Presenter:** Superintendent Gersich

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.

B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.

C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

D. If a policy is ~~modified~~ revised because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

E. Non-substantive updates to district policies—including, but not limited to, changes in administrative titles, contact information, departmental names, cross-references, and minor typographical or technical corrections—may be executed directly by the Superintendent or designated administrative personnel without formal School Board review or approval.

V. IMPLEMENTATION OF POLICY

A. It shall be the responsibility of the superintendent to implement school board policies and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including student handbooks, shall be subject to annual review and approval by the school board.

B. Policies adopted by the school board shall be posted to the school district's website.

C. It shall be the responsibility of the superintendent and employees designated by the superintendent to keep the digital policies current: https://isd110.org/about-us/district-policies

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 524 Internet Acceptable Use and Safety Policy; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the

need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Policy Adopted: April 14, 1997/ Amended June 14, 1999 / November 12, 2001 / revised November 2007/ June 2013 / revised November 2019/ revised June 2023

Independent School District No. 110
Waconia, MN

10. **BOARD COMMITTEE REPORTS**

10.A. Self-Governance & Superintendent Relations Committee

10.B. Finance & Facilities Committee

10.C. Policy & Advocacy Committee

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

10.E. Southwest Metro Intermediate District 288 Representative

10.F. MSHSL Representative

10.G. Special Education Advisory Council

10.H. Community Education Advisory Council Representative

10.I. Teaching & Learning Advisory Council Representative

10.J. City of Waconia Liaison

11. **ENTER Closed Meeting RE: Superintendent's Evaluation**

12. **ADJOURNMENT**